



FILE# 7910983
 YAKIMA COUNTY, WA
 06/07/2016 10:12:46AM
 COVENANT
 PAGES: 65
 VALUED CUSTOMER
 CATALYSS LLC
 Recording Fee: 137.00

Name & Return Address

Catalyss LLC
200 Galloway Dr.
Yakima, WA 98908

**NOT SUBJECT TO
 REAL ESTATE EXCISE TAX**

Kim Maloney
 DEPUTY TREASURER JUN 07 2016

Please print neatly or type information

File # 7910984
 EASEMENT
 06/07/2016 10:12:47AM

Document 1 Title: Declaration of Covenants, Conditions Restrictions and Easements for Catalyss

Reference #'s: _____
 Additional reference #'s on page _____

Grantors: _____
Catalyss LLC

Grantees: _____
The Public

Additional grantors on page _____

additional grantees on page _____

Document 2 Title: _____

Reference #'s: _____
 Additional reference #'s on page _____

Grantors: _____

Grantees: _____

Additional grantors on page _____

additional grantees on page _____

Legal Description (abbreviated form: i.e. lot, blk, plat or S.T.R quarter/quarter)
Southwest 1/4 Section 15, Township 13 North, Range 18

Additional legal is on page 33

Assessor's Property Tax Parcel/Account Number

181315-31011 181315-34037

Emergency nonstandard document recording: I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature: _____

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND
EASEMENTS FOR CATALYSS**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR CATALYSS** (this "**Declaration**"), made effective upon its recording in the Official Records of Yakima County, Washington, is executed on the date set forth by the undersigned ("**Declarant**").

**ARTICLE 1
BACKGROUND**

1.1 Declarant is the owner of certain real property in the City of Yakima, Yakima County, Washington, which property and improvements are commonly known as *Catalyss* and is located on land more particularly described in Exhibit A attached hereto and incorporated herein (the "**Property**").

1.2 Declarant intends to create on that property a residential community known as *Catalyss* with permanently maintained Common Areas and easements for the benefit of the owners.

1.3 As is more particularly provided in this Declaration, the Property may be developed in phases. Phase 1 of the Property is more particularly described in Exhibit B attached hereto and incorporated herein ("**Phase 1**"). Initially, only Phase 1 is subject to this Declaration. Additional property, including all or any portion of the remaining Property and other property not described in this Declaration, may be annexed to and made a part of the Project by the recording of an appropriate amendment to this Declaration in accordance with Article 19.

1.4 Declarant desires to preserve and enhance the property values, amenities and opportunities in the above described residential community and to provide for health, safety, and welfare of residents, and to this end, desires to subject the property described above, together with such additions as may be made to the property to the covenants, restrictions, Common Areas, easements, charges, and liens set forth in this Declaration, each and all of which are for the benefit of the property and each owner.

1.5 Declarant has incorporated the Catalyss Homeowners Association to provide a means for meeting the purposes and intents set forth in this Declaration.

1.6 This Declaration of Covenants, Conditions and Restrictions is created and filed pursuant to the laws of the State of Washington.

ARTICLE 2 DECLARATION

2.1 Declarant declares that the Property as described above shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, Common Areas, easements, charges and liens set forth in this Declaration, together with such other property as may be subsequently added in the future.

2.2 Upon completion of the Development Period (defined in Article 3 below), Declarant intends to delegate and assign to Catalyss Homeowners Association the power of maintaining, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges created in this Declaration, and promoting the health, safety, and welfare of the residents.

ARTICLE 3 DEFINITIONS

3.1 **"ACC"** means the Architectural Control Committee established pursuant to the terms of Article 8 (Architectural Control).

3.2 **"Annual Assessments"** shall mean Base Assessments, Reserve Account Assessments, and any Specific Assessments which may be levied by the Association in each of its fiscal years pursuant to the terms of Article 7 (Assessments).

3.3 **"Areas reserved to Declarant"** means a perpetual, non-exclusive easement that through these CC&Rs, the Declarant has reserved unto itself and conveyed to the Association, if necessary, for the placement and maintenance of any entry and signage monumentation and lighting, for all utilities necessary incident to the same, over and across portions of the Property which are actively constructed upon concerning any entry or signage monumentation if constructed by the Declarant. Said easement shall authorize those benefited by the terms thereof to enter onto and across said property at all reasonable times in order to effectuate the terms of the above grant and reservation.

3.4 **"Association"** means Catalyss Homeowners Association, a Washington nonprofit corporation, its successors and assigns.

3.5 **"Base Assessments"** shall mean the assessments imposed upon all Lots for services rendered or expenses incurred by the Association pursuant to the terms of Section 7.4.

3.6 **"Board"** or **"Board of Directors"** means the duly elected and qualified Board of Directors of the Association.

3.7 **"Builder"** shall be any entity which purchases multiple Lots from the Declarant for the purpose of constructing residences thereon. At any time as such party has sold or conveyed all of the Lots held by that entity, then that party shall no longer be considered a "Builder." Builders are subject to this Declaration in the same manner as an Owner.

3.8 **"Bylaws"** means and refer to the Bylaws of the Association.

3.9 **"Common Areas"** means all of the real property and improvements which may be owned or leased by the Association, all easements which are defined as Common Areas as more particularly set forth in Article 6 of this Declaration, or real property owned by the Association for the common use and enjoyment of the Owners including but not limited to access roads and easements.

3.10 **"Common Area Facilities"** means improvements to the Common Areas which periodically will need to be repaired and replaced.

3.11 **"Declarant"** means Catalyss, LLC, a Washington limited liability company, and its successors and assigns in an instrument signed by then current Declarant and recorded in the Official Records of Yakima County, Washington.

3.12 **"Design Guidelines"** shall mean the Design Guidelines adopted by the ACC or Declarant pursuant to Section 8.3, as amended or modified from time to time.

3.13 **"Developer"** means and refers to Catalyss, LLC, a Washington limited liability company and its successors and assigns.

3.14 **"Development Period"** means the period of time from the date of recording of this Declaration until one hundred eighty (180) days after the date upon which one hundred percent (100%) of the Lots within the Project, including such additional property as may be annexed as provided by Article 19 (Annexation and Conversion), have been sold by the Declarant or by Builders to persons other than Builders or any shorter period, as determined by the Declarant. A partial delegation of authority by the Declarant of any of the management duties described in this Declaration shall not terminate the Development Period.

3.15 **"Dwelling"** means and refers to a residential dwelling or living unit. For purposes of this document, a Dwelling shall come into existence when substantially completed or upon the issuance of a certificate of occupancy by the appropriate governmental agency.

3.16 **"Federal Mortgage Agencies"** means those federal agencies which have an interest in any Lot or Lots, or Common Areas, such as the Federal Housing Administration (FHA), the Veterans Administration (VA), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation, or their successors to their interest.

3.17 **"Foreclosure"** means and includes a notice and sale proceeding pursuant to a deed of trust or sale on default under a security agreement.

3.18 **"First Mortgagee"** means a lender who holds the first mortgage or deed of trust on a Lot and who has notified the Association in writing of its holdings.

3.19 **"Governing Documents"** means this Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, all as may be amended from time to time.

3.20 **"Institutional Holder"** means a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

3.21 **"Lot"** means and refers to any plot of land shown upon any recorded final plat of the Project, excluding Common Areas. Ownership of a Lot shall include ownership of the Home and improvements now or hereafter constructed on such Lot. "Lot" shall not include any land shown on the final plat but dedicated to the public or to a governmental entity.

3.22 **"Majority"** means and refers to more than 50 percent (50%) of the Owners eligible to vote.

3.23 **"Manager"** means and refers to the person or entity appointed, hired or contracted by the Association to manage and operate the Property.

3.24 **"Mortgage"** shall include, except where stated to the contrary herein, a mortgage, deed of trust, real estate contract, or other security instrument.

3.25 **"Occupant"** means and refers to any person who is otherwise legally entitled to occupy and use any Building or Improvement on a Lot whether or not such right is exercised, including the Person's heirs, personal representatives, successors and assigns.

3.26 **"Owner"** means every person or entity, including Declarant or Builder(s), which is a record owner of the fee simple title to any Lot, or if any Lot is sold under real estate contract, the vendee or vendees under that contract; provided however, that the term "Owner" shall not include those having such interest merely as security for the performance of an obligation.

3.27 **"Project"** means any real property (including any improvements and structures thereon) as are now or hereafter subjected to this Declaration and brought within the jurisdiction of the Association. Initially, the Project is comprised of Phase 1. The Project shall also include any additional property, including all or any portion of the Property or other property not described in this Declaration, subsequently annexed to and made a part of the Project from time to time by the recording of appropriate amendment(s) to this Declaration in accordance with Article 19.

3.28 **"Property"** or **"Community"** means the entire real property developments subject to this Declaration.

3.29 **“Reserve Account”** means the financial reserves established through the Association’s budgeting process for common elements that will normally require major maintenance, repair, or replacement, in whole or in part, within thirty (30) years, provided, however, that the Reserve Account need not include items that could reasonably be funded from Base Assessments or Specific Assessments or other funds or accounts of the Association, or items for which the Owners (and not the Association) are responsible for maintenance, repair and replacement under the terms of the Governing Documents.

3.30 **“Reserve Account Assessments”** shall mean assessments established pursuant to the terms of Section 7.5.3.

3.31 **“Rules and Regulations”** shall mean the rules and regulations adopted by the Association from time to time in accordance with the Bylaws.

3.32 **“Special Assessments”** means any special charges established pursuant to the terms of Section 7.6.

3.33 **“Specific Assessments”** means the charges imposed upon some, but less than, all Lots for services rendered or expenses incurred pursuant to Section 7.7.

3.34 **“Use Restrictions”** means and refer to the rules and use restrictions set forth in this Declaration as they may be modified, amended, repealed, limited, withdrawn or expanded.

ARTICLE 4 DEVELOPMENT PERIOD

4.1 **Development Period.** During the Development Period the Declarant shall appoint the Board of Directors of the Association and the ACC and shall have the authority to remove and appoint members of the Board of Directors and the ACC. The Declarant may also appoint and remove members of the Association to/from other committees or positions in the Association as the Declarant deems appropriate to serve at the Declarant’s discretion and may assign such responsibilities, privileges, and duties to the Owners as the Declarant determines. The Declarant may also enter into service agreements, franchise agreements and other contracts for the management of the Association and the provision of services for the Project.

4.2 **Purpose of Development Period.** The Declarant’s control of the Association during the Development Period is established in order to ensure that the real property and the Association will be adequately administered in all phases of development, to ensure an orderly transition of Association operations, and to facilitate the completion of construction of housing units.

4.3 **Special Declarant and Builder Rights.**

4.3.1 So long as Declarant owns any Lot within the Project, Declarant shall have the right to construct and maintain upon portions of the Common Areas and any Lots owned by Declarant such facilities and activities as Declarant, in its sole opinion, may require or

desire in connection with the construction and sale of Dwellings and Lots within the Project, including (but not limited to) business and construction offices (within Dwellings or in free standing trailers); signs, banners and flags; model dwellings; and sales offices (within Dwellings or in free standing trailers), subject to compliance with governmental ordinances. Declarant shall also have easements for access to and use of the Common Areas for such facilities at no charge.

4.3.2 So long as a Builder owns any Lot within the Project, the Builder shall have the right to construct and maintain upon any Lot owned by the Builder such facilities and activities as the Builder reasonably requires or desires in connection with the construction and sale of Dwellings on Lots owned by the Builder, including (but not limited to) business and construction offices (within Dwellings or in free standing trailers); signs, banners and flags; model units; and sales offices (within Dwellings or in free standing trailers); PROVIDED all such facilities and activities shall be subject to the following: ACC approval pursuant to Article 8 below; rules and restrictions established by Declarant from time to time; and compliance with governmental ordinances.

4.4 Authority of Association After Development Period. At the expiration of the Development Period, the Association shall have the authority and obligation to manage and administer the Common Areas and to enforce this Declaration. Such authority shall include all authority provided for in the Association's Articles, Bylaws, Rules and Regulations and this Declaration. At the expiration of the Development Period, the Association shall also have the authority and obligation to manage and administer the activities of the ACC in its responsibilities as described in this Declaration.

4.5 Delegation of Authority. The Board of Directors or Declarant may delegate any of its managerial duties, powers, or functions to a Manager. The Board or the Declarant shall not be liable for any breach of duty, negligence, omission, intentional act or improper exercise by a person who is delegated any duty, power or function by the Board of Directors or the Declarant.

4.6 Control of and Changes in Project Development. Every Owner, by acceptance of the deed to their Lot, acknowledges that the Project is a multi-phased planned community, the development of which is likely to extend over many years, and that changes in the plan will likely occur as the development of the Subdivision proceeds. EACH OWNER WAIVES THE RIGHT TO PROTEST, CHALLENGE OR OTHERWISE OBJECT TO CHANGES MADE OR PROPOSED BY DECLARANT IN THE DEVELOPMENT PLANS FOR THE PROJECT OR IN THE USES, DENSITY, BUILDING RESTRICTIONS, OR USE RESTRICTIONS APPLICABLE TO THE PROPERTY BEYOND THE BOUNDARIES OF THAT SHOWN ON THE RECORDED FINAL PLAT FOR THE PHASE WITHIN WHICH SUCH OWNER'S LOT IS LOCATED. The rights and limitations set forth in this Section 4.6 shall continue in effect until Declarant no longer owns any Lot within the Project.

4.7 Termination of Development Period. At the expiration of the Development Period, the Declarant may resign as a director of the Association and from any other committees for the duration of the development. Upon termination of the Development Period, the Declarant, in accordance with the Bylaws, shall conduct an election of a board of directors who

shall then act in accordance with the terms and provisions of the Articles of Incorporation, Bylaws and this Declaration.

4.8 Right to Transfer or Assign Declarant Rights. Any or all of Declarant's special rights and obligations set forth in this Declaration or any other Governing Documents may be transferred in whole or in part by Declarant by written instrument executed and acknowledged by Declarant and recorded in the real property records for Yakima County, Washington. The foregoing sentence shall not preclude Declarant from permitting other persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

ARTICLE 5 ASSOCIATION

5.1 Membership. Every person or entity who is an Owner of any Lot agrees to be an Owner of the Association by acceptance of a deed for such Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot. All Owners shall have rights and duties as specified in this Declaration, and in the Articles and Bylaws of the Association. When more than one person holds an interest in any Lot, all such persons shall be Members.

5.2 Voting Rights. Owners shall be entitled to one vote for each Lot owned. No more than one vote shall be cast with respect to any Lot. A Lot owned jointly by more than one individual or entity shall be entitled to only one vote per lot by the Owners cumulatively and not individually. The voting rights of any Owner may be suspended by the Board for any period during which an Assessment against the Owner's Lot remains unpaid or for a period during which an infraction of published Rules and Regulations against the Owner's Lot remains non-compliant, or for any other reason as may be provided in this Declaration or the Articles or Bylaws of the Association. Owners' votes may be solicited and tabulated by mail, facsimile or electronic transmission.

5.2.1 Definitions.

(a) "Deliver" includes electronic transmission, in accordance with the Owner's consent, for purposes of delivering a demand, consent, vote, notice, or waiver to the Association or one of its Officers, Directors, or Owners.

(b) "Electronic transmission" means an electronic communication (a) not directly involving the physical transfer of a record in a tangible medium and (b) that may be retained, retrieved, and reviewed by the sender and the recipient thereof, and that may be directly reproduced in a tangible medium by a sender and recipient.

(c) "Electronically transmitted" means the initiation of an electronic transmission.

(d) "Execute" includes, with respect to an electronic transmission, electronically transmitted along with sufficient information to determine the sender's identity.

(e) "Record" means information inscribed on a tangible medium or contained in an electronic transmission.

(f) "Tangible medium" means a writing, copy of a writing, facsimile, or a physical reproduction, on paper or on other tangible material.

5.2.2 Notice; Owner Consent.

(a) Notice to Owners in an electronic transmission that otherwise complies with the requirements of this Declaration is effective only with respect to Owners who have consented either in writing or by electronic transmission to receive electronically transmitted notices.

(i) An Owner who provides consent, in the form of a record, to receipt of electronically transmitted notices shall designate in the consent the message format accessible to the recipient, and the address, location, or system to which these notices may be electronically transmitted.

(ii) An Owner who has consented to receipt of electronically transmitted notices may revoke the consent by delivering a revocation to the Association in the form of a record.

(iii) The consent of any Owner is revoked if the Association is unable to electronically transmit two consecutive notices given by the Association in accordance with the consent, and this inability becomes known to the secretary of the Association or other person responsible for giving the notice. The inadvertent failure by the Association to treat this inability as a revocation does not invalidate any meeting or other action.

(b) Notice to Owners who have consented to receipt of electronically transmitted notices may be provided by posting the notice on an electronic network and delivering to the Owner a separate record of the posting, together with comprehensible instructions regarding how to obtain access to this posting on the electronic network.

(c) Notice provided in an electronic transmission is effective when it: (a) is electronically transmitted to an address, location, or system designated by the recipient for that purpose, and is made pursuant to the consent provided by the recipient; or (b) has been posted on an electronic network and a separate record of the posting has been delivered to the recipient together with comprehensible instructions regarding how to obtain access to the posting on the electronic network.

(d) Notice of Owners' Meetings. Notice in an electronic transmission, stating the place, day, and hour of the annual meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fourteen (14) nor more than sixty (60) days before the date of the meeting, by or at the direction of the

President or the Secretary or the Officers or persons calling the meeting, to each Owner entitled to vote at such meeting.

5.2.3 Owner Voting.

(a) An Owner may vote by electronic transmission.

(b) The Association may conduct an election by electronic transmission if the Association has designated an address, location, or system to which the ballot may be electronically transmitted and the ballot is electronically transmitted to the designated address, location, or system, in an executed electronically transmitted record.

(c) Owners voting by electronic transmission are present for all purposes of quorum, count of votes, and percentages of total voting power present.

(d) Whenever Directors are to be elected by Owners or proposals approved by Owners, the vote may be taken by electronic transmission if the name of each candidate and the text of each proposal to be voted upon are set forth in a record accompanying or contained in the notice of meeting. The electronically transmitted solicitation for votes shall indicate the number of responses needed to meet the quorum requirements, state the percentage of affirmative votes required to approve each matter, and, specify the date and time by which vote must be received by the Association to be counted. An electronically transmitted vote may be revoked by an Owner at any time before the response deadline.

(e) Owner Proxies.

(i) A Owner may appoint a proxy by electronic transmission.

(ii) An appointment of a proxy by electronic transmission is effective when it is received by the Officer or Agent of the Association authorized to tabulate votes.

(iii) Acceptable forms of transmission of an authorization to act for the Owner as proxy include:

- (1) Recorded telephone calls;
- (2) Voice mail;
- (3) Other electronic transmissions; and
- (4) Tangible media.

(iv) An Officer or Agent of the Association or a person acting in the capacity of an inspector of election ("**Inspector**") must verify that the Owner authorized the transmission. To verify Owner authorization:

(1) The transmission must contain or be accompanied by information, including any security or validation controls, from which it can be reasonably determined by the Inspector that the transmission is authorized by the Owner;

(2) The Inspector shall specify the information the Inspector relied on in determining that a transmission was valid; and

(3) The holder of a proxy received by transmission shall provide the Association a copy of the transmission.

(v) The Association shall retain a copy of the transmission for sixty (60) days following the announcement of a vote.

5.2.4 Suspension of Voting Rights. In the event any Owner is in arrears in the payment of the Assessments due or in default of the performance of any of the terms of this Declaration, the Articles, Bylaws, Rules and Regulations or any other governing documents of the Association, the Owner's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Association shall have such other remedies against such delinquent Owners as may be provided in the Articles, Bylaws, Declaration, or Rules and Regulations.

5.3 Bylaws of Association. Bylaws for the administration of the Association and the Project (and to further the intent of this Declaration) shall be adopted or amended by the Owners at a regular or special meeting; provided that the initial Bylaws shall be adopted by Declarant. The Bylaws shall provide which, if any, of the powers the Board or Association officers may delegate to other persons or to a managing agent.

5.4 Meetings. Subsequent to such time as the Declarant shall no longer have the right to appoint Directors under this Declaration, the Association shall schedule regular meetings at least once a year. Other special meetings may be called in accordance with the terms and provisions of the Bylaws of the Association. Minutes shall be kept at all meetings and shall include a record of all votes taken.

5.5 Management by Elected Board of Directors. The primary authority to manage the Association is hereby vested in a Board, which shall be elected from among the Owners upon expiration of the Development Period. The number of directors shall be specified in the Bylaws and shall be sufficient to adequately handle the affairs of the Association. Except as otherwise provided herein, decisions shall be determined by a majority vote of the directors entitled to vote. The Board may delegate all or any portion of its administrative duties to a managing agent or officer of the Association, in accordance with the provisions of the Bylaws. All Board offices shall be open for election at an organizational meeting. The Board shall elect from among its members individuals to serve as President, Treasurer and Secretary. The term of each officer shall be one year. Officers may be elected to consecutive terms.

5.6 Authority and Duties of the Board. Subject to the Declarant's Rights under Article 4 (Development Period), the Board, on behalf of and acting for the Association, for the

benefit of the Project and the Owners, shall have all powers and authority permitted to the Board under this Declaration, including but not limited to the following:

5.6.1 Assessments. Establish and collect regular Assessments (and to the extent necessary and permitted hereunder, special Assessments) to defray expenses attributable to carrying out its duties hereunder and maintain an adequate reserve fund for the maintenance, repair and replacement of those portions of the Common Areas or facilities which must be maintained, repaired or replaced on a periodic basis, which reserve shall be funded by the above Assessments.

5.6.2 Services. Obtain the services of persons or firms as required to properly manage the affairs of the Project to the extent deemed advisable by the Board, including legal and accounting services, property management services as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Project, whether such personnel are employed directly by the Board or are furnished by the managing agent or management firm.

5.6.3 Utilities. Obtain water, sewer, garbage collection, electrical, telephone, gas and any other necessary utility service, including utility easements and street lighting, as required for the Common Area.

5.6.4 Insurance. Obtain and pay for policies of insurance-or bonds providing:

- (a) Common Area casualty and liability coverage, and
- (b) Fidelity of Association officers and other employees.

Insurance under clauses (a) and (b) shall be in accordance with the requirements set forth herein.

5.6.5 Common Area Maintenance/Repair. Pay the costs of painting, maintenance, repair and all landscaping and gardening work for the Common Areas and improvements located thereon so as to keep the Project in a good, clean, attractive, sanitary and safe condition and in full compliance with applicable governmental laws, rules and regulations and the provisions of this Declaration. Replace and repair the furnishings and equipment for the Common Area as the Board shall determine are necessary and proper.

5.6.6 Maintenance of Rights of Way, Etc. To the extent deemed advisable by the Board, pay the costs of maintaining and landscaping rights of way, traffic islands and medians, or other similar areas which are within or adjacent to the Project boundaries, and which are owned by or dedicated to a governmental entity, if said governmental entity fails to do so; provided the Board at its option may require a Lot Owner at the Owner's expense to maintain and landscape such areas as are adjacent to such Owner's Lot.

5.6.7 Fences. To the extent deemed advisable by the Board, pay the cost of maintaining, repairing and replacing perimeter and interior fences, if any, and landscaping and improvements on easements, if any, which are located on or across Lots, provided, the Board at

its option may require a Lot Owner at the Owner's expense to maintain, repair and replace such fences, landscaping and improvements as are adjacent to such Owner's Lot.

5.6.8 Lot and Lot Improvement Maintenance. In the event an Owner of any Lot or Home in the Project shall fail to maintain the premises and the improvements situated thereon in accordance with the provisions of this Declaration, the Association, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and any other improvements erected thereon. The cost of such maintenance shall be added to and become part of the Assessment to which such Lot or Home is subject.

5.6.9 Lien/Encumbrance. The Board may pay any amount necessary to discharge any lien or encumbrance levied against the Common Areas or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the Common Areas, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorney fees) incurred by the Board by reason of such lien or liens shall be specially charged against the Owners and the Lots responsible to the extent of their responsibility.

5.6.10 Enforce Declaration. Enforce the applicable provisions of this Declaration for the management and control of the Project.

5.6.11 Materials, Services, etc. Contract and pay for any materials, supplies, labor or services which the Board should determine are necessary or proper for the enforcement of this Declaration, including legal, accounting, management or other services, provided that if for any reason any materials, supplies, labor or services are provided for particular Lots or their Owners, the cost thereof shall be specially charged to the Owners of such Lots.

5.6.12 Attorney-in-Fact. Each Owner, by the mere act of becoming an Owner, irrevocably appoints the Association as his attorney-in-fact, with full power of substitution, to take such action as reasonably necessary to promptly perform the duties of the Association and Board hereunder, including but not limited to the duties to maintain, repair and improve the Project, to deal with the Project upon damage or destruction, and to secure insurance proceeds.

5.6.13 Borrowing of Funds. In the discharge of its duties and the exercise of its powers as set forth herein, but subject to the limitations set forth herein, the Board may borrow funds on behalf of the Association.

5.6.14 Adoption of Rules and Regulation. When and to the extent deemed advisable by the Board, to adopt reasonable rules and regulations governing the maintenance and use of the Project and other matters of mutual concern to the Lot Owners, which rules and regulations are not inconsistent with this Declaration and the Articles and Bylaws and which treat all Owners fairly and on a non-discriminatory basis.

5.6.15 **Additional Powers of Association.** In addition to the duties and powers of the Association, as specified herein, and elsewhere in this Declaration, but subject to the provisions of this Declaration, the Association, acting through its Board, shall have the power to do all other things which may be deemed reasonably necessary to carry out its duties and the purposes of this Declaration.

ARTICLE 6 COMMON AREAS

6.1 **Description of Common Areas.** The following described tracts and easements are herein defined as Common Areas:

- 6.1.1 Entrance, monument and operable gates
- 6.1.2 Castlevale lighting and landscaping
- 6.1.3 Clubhouse (if constructed)
- 6.1.4 Streets and walkways
- 6.1.5 Road frontage improvements including street and walkway maintenance
- 6.1.6 Irrigation system
- 6.1.7 Utilities in Common Areas
- 6.1.8 Community mailboxes.
- 6.1.9 All perimeter fencing
- 6.1.10 Stormwater facility

6.2 **Title To Common Areas.** Declarant shall cause fee simple title to the Common Areas to be conveyed to the Association, free and clear of monetary liens, no later than the date of the expiration of the Development Period, and the Association shall unconditionally accept fee title to the Common Areas from Declarant on such date.

6.3 **Private Streets.** All streets designated on the recorded plat are Common Areas and privately managed and maintained. The streets do not meet the standards under the City of Yakima public street system as of the date of recording the plat. In order for the City of Yakima to accept a dedication of the streets as public streets, the streets must be constructed to such standards at the expense of the Declarant during the Development Period or the Association thereafter.

6.4 Owner's Use of Common Areas. Each Owner shall have the benefit of the Common Areas which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

6.4.1 The right of the Association to adopt reasonable rules governing the use of the Common Areas and the personal conduct of persons authorized to use said areas, and to establish appropriate penalties for the violation of those rules.

6.4.2 The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for the purpose for which said Common Areas were constructed and reserved. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer approved by sixty-seven percent (67%) of the Owners and recorded in the Official Records of Yakima County, Washington. Notwithstanding the foregoing, the Board shall have the authority to grant easement rights to municipal corporations or utility companies across Common Areas or portions thereof without first requiring approval or agreement of the Owners of the Association as set forth herein.

6.4.3 The right of the Association to suspend the right to the use of Common Areas by any Owner (including the Owner's family members, guests or tenants) for any period during which an assessment against the Owner's Lot remains unpaid or for a period during which an infraction of published rules and regulations against the Owner's Lot remains non-compliant.

6.4.4 The right of the Association to charge reasonable fees for the improvement, repair, or maintenance of improvements situated upon the Common Areas.

6.5 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas and facilities to the members of the Owner's family, tenants, or guests, subject to the limitations set forth in this Declaration and in the Bylaws and rules and regulations.

6.6 Association to Maintain. The Association shall maintain the Common Areas and Common Area Facilities, which shall be paid for through Assessments as provided in Section 7.6 below. The Association may enter into contracts for the maintenance and repair of any area or facility to be maintained by the Association. The Association's maintenance obligations shall include the following:

6.6.1 The private roads and walkways for purposes of ingress, egress and utilities described as storm water management system of the Property.

6.6.2 Landscaping to include Castlevale Road frontage, street rights-of-way and entrance areas.

6.6.3 The storm water facilities and implementation of a pollution source control plan, if adopted, together with compliance of any storm water prevention management practices, which agreement and plan may be entered into between the Declarant and any appropriate regulatory agency having jurisdiction.

6.6.4 Landscaping and any improvements in the Common Areas or on easements for the benefit of all Owners such as the entrance monument and gates/entrance area, the irrigation or sprinkling systems serving the Common Areas as constructed by the Declarant, the mailbox designated area, and any street lighting, sidewalks, curbs, park amenities, mailboxes, parking areas and gutters or similar facilities constructed by the Declarant.

6.6.5 All perimeter fencing constructed by the Declarant.

6.6.6 The front yard of each Lot after a residence has been constructed thereon.

6.6.7 The Clubhouse (if any), after the completion of all Phases.

6.6.8 The cost of all utilities, including electrical and water which are serving and maintaining the Common Areas.

6.6.9 The costs of liability and casualty insurance as required by Section 13.1 below.

6.6.10 Any other expense which shall be designated as a Common Area expense in the Declaration or which shall be designated as a homeowner's expense as a requirement for plat approval or may be designated as a Common Area expense from time to time by the Association.

6.6.11 The Association shall repair any damage to the individual Lots resulting from defects in the Common Areas.

6.7 Delegation to Manager. The Board of Directors may delegate any of its managerial duties, powers or functions to a Manager, provided that any management agreement shall be terminable by the Association for cause upon thirty (30) days' written notice, and the term of any such agreement may not exceed one year provided that, after Board review and by agreement of the parties, it may be renewed for successive one-year periods. The members of the Board of Directors shall not be liable for any omission or improper exercise by the Manager of any duty, power or function so delegated by written instrument executed by a majority of the Board of Directors.

6.8 Extraordinary Use Expenses. If damage to any Common Areas or Common Area Facility is directly attributable to an Owner or the family members, invitee, tenant, or guest of an Owner, then that Owner shall repair such damage or destruction upon demand by the Association at such Owner's sole expense and without a right of reimbursement. If an Owner fails to repair such damage timely, the Association shall have all rights of enforcement and remedies set forth under this Declaration.

6.9 Street Repair, Maintenance and Cleaning. All Builders or Owners shall use due diligence to avoid placing unnecessary dirt, debris, and any other material washing onto or depositing on the streets as a result of any construction activities and each Builder or Owner shall be responsible for keeping the streets clean of any such debris, dirt and material. In addition, all Builders or Owners shall use due diligence to avoid causing any damage to the street or

sidewalks. All streets and sidewalks and other improvements constructed by the Declarant as a condition for obtaining plat approval shall remain in the same condition as they were as of the date of final plat approval. Any Builder or Owner who violates the provisions of this paragraph shall reimburse the Declarant upon request for any expenses incurred by Declarant. In the event any Builder or Owner does not pay the same within fourteen (14) days of written request, then the Declarant shall have a lien against the property of said Builder or Owner to secure payment of said reimbursement. In the event it cannot be determined which Builder or Owner was responsible for the violation of the above-referenced provisions, the Association shall reimburse the Declarant for any expenses incurred by the Declarant. Notwithstanding of any other provision in this Declaration to the contrary, this paragraph can only be amended by Declarant during the Development Period.

6.10 Maintenance of Storm Drain System. All Builders or Owners shall prevent any deleterious materials from washing into or being put into the storm water drain system as a result of construction activities conducted by the Builder or Owner which would include any sediment, cement slurry, or any other material washing off of or coming off of any Lot upon which a Builder or Owner is constructing a residence or engaging in other construction activities. In the event of a violation of this Section 6.10, the responsible Builder or Owner shall pay a maintenance charge to the Association (or Declarant if during the Development Period) in an amount to be determined by the Association (or Declarant) but not to exceed \$500.00 for each such violation by a Builder or Owner. In addition, each Builder or Owner agrees to reimburse the Association (or Declarant) from any costs or charges incurred in connection with the cleaning and maintenance of the storm water system as a result of any violation of this Section. Further, the responsible Builder or Owner shall indemnify, defend and hold harmless the Association (or Declarant) from any and all claims, penalties or liabilities that may be brought by any regulatory agency, municipality, or other third party. If more than one Builder or Owner is responsible for such claims, penalties or liabilities, each shall be jointly and severally liable to the Association (or Declarant). Any Builder or Owner who violates the provisions of this paragraph shall reimburse the Declarant within fourteen (14) days of written request for any expenses incurred by the Association (or Declarant). In the event any Builder or Owner fails to timely pay the same upon demand, then the Association (or Declarant) shall have a lien against the property of said Builder or Owner to secure payment of said reimbursement. In the event it cannot be determined which Builder or Owner was responsible for the violation of the above-referenced provisions, the Association shall reimburse the Declarant for any expenses incurred by the Declarant. Notwithstanding any other provision in this Declaration to the contrary, this paragraph can only be amended by Declarant during the Development Period.

6.11 Street Trees. The Association shall maintain trees planted by the Declarant either within the street right-of-way or on Lots as a condition for obtaining final plat approval. In the event any such tree is removed or damaged, the Association shall immediately replace the tree or reimburse the Declarant for the cost of replacing such tree. Notwithstanding any other provision in this Declaration to the contrary, this paragraph can only be amended by Declarant during the Development Period.

6.12 Insurance. Nothing shall be done or kept in any Common Areas which will increase the rate of insurance on the Common Areas or other Lots or improvements without the

prior written consent of the Board. Nothing shall be kept in any common area which will result in cancellation of insurance on any part of the Common Areas or which would be in violation of any laws or ordinances.

6.13 Alteration of Common Areas. Nothing shall be altered or constructed in or removed from any Common Areas except upon prior written consent of the Board. There shall be no construction of any kind within the Common Areas except that community improvements may be constructed if sixty-seven percent (67%) of Owners approve: (a) the construction of such improvements; and (b) assessment for such improvements. Also, any such improvements shall be subject to all permits issued by applicable governmental agencies. This Section 6.13 shall not limit or prohibit Declarant (no Owner's consent shall be necessary) during the Development Period from constructing or altering any such improvements to any common area, which Declarant in Declarant's sole discretion, deems for the benefit and enhancement of the Common Areas.

6.14 Dumping in Common Areas or Easements. No trash, construction debris, or waste, plant or grass clippings or other debris of any kind, nor any hazardous waste (as defined in federal, state or local law or regulation) shall be dumped, deposited or placed on any Common Areas or easements. The Declarant (during the Development Period) and the Board thereafter, shall retain the rights for enforcement and initiation of penalties for violations of this policy.

6.15 Landscaping and Fencing. No permanent structures or landscaping of any kind, including fences, walls or shrubs, may be built or placed within any right-of-way easements or other easements as delineated on the plat except as deemed appropriate by the Board. This prohibition shall not apply to the landscaping and any improvements in the Common Areas installed by the Declarant during the Development Period or to landscaping of front or side yards of Lots extending to the edge of the curb or sidewalk. This section shall not prohibit the Association, after the Development Period, from installing the following:

6.15.1 Additional improvements or landscaping within the designated Common Areas.

6.15.2 Fences as may be otherwise allowed in this Declaration.

6.15.3 Landscaping on private lot areas encumbered by utility easements not otherwise restricted in this Declaration.

6.16 Management. Each Owner expressly covenants that the Declarant, during the Development Period, and the Board thereafter, may delegate all or any portion of management authority to a Manager or officer of the Association and may enter into such management contracts or other service contracts to provide for the maintenance of the Common Areas and any portion thereof. Any management agreement or employment agreement for maintenance or management may be terminable by the Association without cause upon not more than ninety (90) days' written notice thereof. (However, this shall not be applicable if the agreement provides for any other specific termination.) The term of any such agreement shall not exceed one year, but the term may be renewed annually by the Board in its sole discretion. Each owner is bound to

observe the terms and conditions of any management agreement or employment contract, all of which shall be made available for inspection by any Owner upon request. Any fees or salary applicable to any such management employment or service agreement shall be assessed to each Owner as part of the common expense.

ARTICLE 7 ASSOCIATION FINANCES & ASSESSMENTS

7.1 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of the management, improvement, repair and maintenance of the Common Areas, the services and facilities related to the use and enjoyment of said areas, for the payment of insurance premiums on the Common Areas, for the maintenance of other areas as provided for in this Declaration and any other expense approved by the Association as a Common Area expense. Assessments as provided for herein shall be paid on a regular or periodic basis as determined by the Board of Directors.

7.2 Association's Annual Budget. At least sixty (60) days before the beginning of each year, the Board shall prepare a budget of the estimated expenses of the Association for the coming year. The estimated expenses in the budget of the Association shall include the estimated operating expenses of the Association, an operating reserve (at the discretion of the Board), and a contribution to the Reserve Account determined in accordance with the terms of Section 7.5 below. The budget shall also reflect the sources and estimated amounts of funds needed to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots, and the amount estimated to be generated through the levy of assessments against Lots. Finally, the budget shall differentiate between expenses applicable to all Lots versus expenses applicable to some, but not all, Lots.

7.2.1 Estimated operating expenses and Reserve Account Assessments applicable to all Lots shall be allocated among such Lots as Base Assessments pursuant to Section 7.3 below, while estimated operating expenses and Reserve Account Assessments applicable to some, but not all Lots, shall be allocated among the affected Lots as Specific Assessments pursuant to Section 7.7 below.

7.2.2 Within thirty (30) days after adopting the annual budget, the Board shall set a date for a meeting of the Owners to consider ratification of the budget and send notice of such meeting to the Owners in accordance with the Bylaws. Such notice shall include a summary of the budget consistent with RCW 64.38.025(4), including:

(a) The current amount of annual Base Assessments budgeted for contribution to the Reserve Account (as defined in Section 7.5 below), the recommended contribution rate from the Reserve Study (as defined in Section 7.5 below), and the funding plan upon which the recommended Reserve Account Assessments (as defined in Section 7.5.3 below) is based;

(b) If additional Base Assessments, Special Assessments or Specific Assessments are scheduled to be imposed, the date such assessments are due, the amount of the assessments per each owner per month or year, and the purpose of the assessments;

(c) Based upon the most recent Reserve Study and other information, whether currently projected Reserve Account balances will be sufficient at the end of each fiscal year to meet the Association's obligation for major maintenance, repair, or replacement of reserve components during the next thirty (30) years;

(d) If Reserve Account balances are not projected to be sufficient, what additional Reserve Account Assessments or Special Assessments may be necessary to ensure that sufficient Reserve Account funds will be available each year during the next thirty (30) years, the approximate dates such assessments may be due, and the amount of the Reserve Account Assessments or Special Assessments per Owner per month or year;

(e) The estimated amount recommended in the Reserve Account at the end of the current fiscal year based on the most recent Reserve Study, the projected Reserve Account cash balance at the end of the current fiscal year, and the percent funded at the date of the latest Reserve Study;

(f) The estimated amount recommended in the Reserve Account based upon the most recent Reserve Study at the end of each of the next five (5) fiscal years, the projected Reserve Account cash balance in each of those years, and the projected percent funded for each of those years; and

(g) If the funding plan approved by the Association is implemented, the projected Reserve Account cash balance in each of the next five (5) fiscal years and the percent funded for each of those years.

7.2.3 Unless the Owners holding a majority of the votes in the Association vote to reject the budget, the budget is ratified, whether or not a quorum is present at the meeting. If the Board fails to adopt a budget or if the Owners vote to reject the budget, then the last adopted and ratified budget for the Association shall continue in effect until a new budget is approved by the Board and ratified by the Owners.

7.2.4 The Board may revise the budget and adjust the assessments levied pursuant thereto from time to time during the year, subject to the same notice and ratification procedures set forth above.

7.3 Initial Assessments. At the closing on the initial sale of a Lot to an Owner other than Declarant or a Builder, the Owner shall make a one-time working capital contribution to the Association in the amount of Three Hundred Dollars (\$300).

7.4 Base Assessments.

7.4.1 Upon determining the total amount of income required to be generated through the levy of Base Assessments as provided in Section 7.2 above, the Association shall

allocate such amount equally among all Lots subject to assessment (as determined by Section 7.8 below) on the effective date of the budget. The amount allocated to each Lot shall then be levied as a Base Assessment.

7.4.2 Declarant may, but is not obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy, which may be either a contribution, an advance against future assessments due from Declarant (if any), or a loan, as determined by Declarant in its sole discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. Payment of such subsidy in any year shall not obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

7.4.3 Declarant may increase the Base Assessment as set forth above may be increased during the Development Period to reflect (1) maintenance costs; (2) repaid costs; or (3) plat management costs. All increases during the Development Period must directly reflect increases in the above-cited costs. During the Development Period, the Declarant or the Developer shall also have the authority to reduce the monthly assessments if economic data support such a reduction.

7.5 Replacement Reserve Assessments.

7.5.1 As a part of any Annual Assessment, the Board shall obtain from Owners contributions for a Reserve Account established for all items of property included within the Common Areas which will normally require major maintenance, repair or replacement, in whole or in part, within thirty (30) years; provided, however, that the Reserve Account need not include items that could reasonably be funded from Base Assessments or Specific Assessments or other funds or accounts of the Association, or items for which the Owners (and not the Association) are responsible for maintenance, repair and replacement under the terms of the Governing Documents.

7.5.2 The Declarant shall conduct an initial reserve study (a "Reserve Study") to determine the Reserve Account requirements. The Reserve Study shall comply with the requirements of RCW 64.38.070 and include:

(a) A reserve component list, including any reserve component that would cost more than one percent (1%) of the annual budget of the Association not including the Reserve Account, for major maintenance, repair, or replacement. If one of these reserve components is not included in the Reserve Study, the Reserve Study should provide commentary explaining the basis for its exclusion. The study must also include quantities and estimates for the useful life of each reserve component, remaining useful life of each reserve component, and current major maintenance, repair, or replacement cost for each reserve component;

(b) The date of the Reserve Study, and a statement that the Reserve Study meets the requirements of RCW 64.38.070;

(c) One of the following designed levels for Reserve Study performed:

- (i) Level I: Full Reserve Study funding analysis and plan;
 - (ii) Level II: Update with visual site inspection; or
 - (iii) Level III: Update with no visual site inspection.
- (d) The Association's Reserve Account balance;
- (e) The percentage of the fully funded balance that the Reserve Account is funded;
- (f) Special Assessments already implemented or planned;
- (g) Interest and inflation assumptions;
- (h) Current Reserve Account Assessments for a full funding plan and baseline funding plan;
- (i) Reserve Account Assessments for a full funding plan to achieve one hundred percent (100%) fully funded reserves by the end of the 30-year study period, baseline Reserve Account Assessments to maintain the Reserve Account balance above zero throughout the 30-year study period without Special Assessments, and Reserve Account Assessments recommended by the reserve study professional;
- (j) A projected Reserve Account balance for thirty (30) years and a funding plan to pay for projected costs from that Reserve Account balance without reliance on future unplanned Special Assessments;
- (k) A statement on whether the Reserve Study was prepared with the assistance of a reserve study professional; and
- (l) The following disclosure: *"This reserve study should be reviewed carefully. It may not include all common and limited common element components that will require major maintenance, repair, or replacement in future years, and may not include regular contributions to a reserve account for the cost of such maintenance, repair, or replacement. The failure to include a component in a reserve study, or to provide contributions to a reserve account for a component, may, under some circumstances, require you to pay on demand as a special assessment your share of common expenses for the cost of major maintenance, repair, or replacement of a reserve component."*
- (m) The Board shall thereafter conduct a Reserve Study at least once every three (3) years.

7.5.3 Contributions to the Reserve Account ("Reserve Account Assessments") shall be in an amount (i) initially determined by Declarant based upon the results of the initial Reserve Study and (ii) thereafter by the Board from time to time based on the results of the most recent Reserve Study. Reserve Account Assessments shall be allocated to Lots pursuant to

Section 7.3 (Base Assessments) and Section 7.7 (Specific Assessments) of this Declaration, as applicable, and shall be paid to the Association monthly, quarterly or annually as determined by the Board.

7.5.4 Reserve Account Assessments paid into the Reserve Account are the property of the Association and are not refundable to sellers or Owners of Lots. The Reserve Account must be a separate account holding only Reserve Account Assessments and other funds intended to be used for the same purpose maintained a federally insured bank or other depository institution with branches in Washington, and any funds in the Reserve Account may be expended only for the purposes for which the Reserve Account was established as described above.

7.5.5 Upon termination of the Development Period, the Board may withdraw funds from the Reserve Account to pay for unforeseen or unbudgeted costs that are unrelated to maintenance, repair, or replacement of the reserve components if the Board record any such withdrawal in the minute books of the Association, causes notice of any such withdrawal to be hand delivered or sent prepaid by first-class United States mail to the mailing address of each Owner, and adopts a repayment schedule not to exceed twenty-four (24) months, unless the Board determines that repayment within twenty-four (24) months would impose an unreasonable burden on the Owners. Payment for major maintenance, repair, or replacement of the reserve components out of cycle with the Reserve Study projections or not included in the Reserve Study may be made from the Reserve Account without meeting the notification or repayment requirements under this Section.

7.5.6 At any time after the second (2nd) year after the termination of the Development Period, future replacement reserve assessments for the Reserve Account may be increased or reduced by the vote of Owners of Lots representing sixty-seven percent (67%) of the Owners.

7.5.7 Nothing in this Section 7.5 prohibits the prudent investment of Reserve Account funds, subject to any constraints imposed by the Board or the Governing Documents.

7.6 Special Assessments.

7.6.1 In addition to the Base Assessments authorized above, the Board may levy "Special Assessments" against an Owner or all Owners in the following manner for the following purposes:

(i) To correct a deficit in the operating budget, by vote of a majority of the Board;

(ii) To collect additional amounts necessary to make repairs or renovations to the Common Areas or Common Area Facilities if sufficient funds are not available from the operating budget or Reserve Account, by vote of a majority of the Board; and

(iii) To make capital acquisitions, additions or improvements, by vote of Owners holding at least sixty-seven percent (67%) of the voting rights of the Association;

(iv) To repair or replacement of existing Common Areas or Common Area Facilities, by approval of a majority of the Owners eligible to vote.

7.6.2 Special Assessments shall be imposed against all Lots in the same proportion as Base Assessments as provided in Section 7.3 above.

7.6.3 Declarant shall not be obligated to pay any Special Assessments on its unimproved Lots.

7.6.4 Special Assessments shall be made based upon the estimated cost of such work, prior to the work's commencement, provided such estimate has been provided by a licensed contractor retained by the Board for the purpose of such estimate.

7.7 Specific Assessments. The Board may levy "Specific Assessments" against particular Lots for expenses incurred by the Association to provide special benefits or services: (i) on request of the Owner of a Lot; (ii) pursuant to the Association's maintenance obligations for specific Lots; (iii) made necessary by the conduct of the Owner or its licensees, family, occupants, guests; or (iv) necessary to bring the Lot into compliance with this Declaration, the Articles, the Bylaws or Rules and Regulations. Specific Assessments may be levied under (iii) and (iv) above only after notice to the applicable Owners and an opportunity for a hearing before the Board or its duly appointed representative.

7.8 Commencement of Assessments.

7.8.1 Base Assessments and Specific Assessments. Declarant shall pay all operating expenses of the Association until Declarant elects to assess the Lots for Base Assessments and Specific Assessments as provided herein. The date of commencement of Base Assessments and Specific Assessments on the Lots (excluding any Lots owned by Declarant or a Builder, which shall be exempt as provided below) shall be determined by Declarant.

7.8.2 Exemption. Any Lot owned by Declarant or a Builder is exempt from the payment of Base Assessments and Specific Assessments. Base Assessments and Specific Assessments shall commence as to a Lot owned by Declarant or a Builder on the date the Lot is conveyed to an Owner other than Declarant or a Builder.

7.8.3 Reserve Account Assessments. Reserve Account Assessments commence as to a Lot as of the date Declarant or a Builder conveys the Lot to an Owner other than Declarant or a Builder. Declarant and Builders are exempt from the payment of Reserve Account Assessments.

7.8.4 All Other Assessments. Special Assessments and Initial Assessments shall commence as to a Lot as of the date Declarant or a Builder conveys the Lot to an Owner other than Declarant or a Builder. Declarant and Builders are exempt from the payment of Special Assessments and Initial Assessments.

7.9 Obligation for Assessments.

7.9.1 Personal Liability. Each Owner, by accepting a deed for his, her or their Lot, is deemed to covenant and agree to pay all assessments authorized in this Declaration or other Governing Documents. All assessments, together with interest, fines and late charges as determined by Board resolution, and collection costs (including reasonable attorneys' fees), shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. The Association may sue any person liable for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

7.9.2 Non-Waiver. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification or release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Annual Assessments on the basis of the last year for which an assessment was made, if any, until a new budget becomes effective and a new assessment is levied pursuant thereto. Any such budget may include as an expense item any shortfall in amounts previously collected.

7.9.3 No Exemption or Set-Off. No Owner may exempt himself from liability for assessments by non-use of the Common Areas, abandonment of his or her Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

7.10 Lien for Assessments.

7.10.1 Liens. The Association shall have a lien against each Lot to secure payment of delinquent assessments, as well as interest, fines and late charges as determined by Board resolution, and collection costs (including reasonable attorneys' fees). Such lien shall be superior to all other liens, except (a) liens for real estate taxes and assessments and other levies which by law would be superior; and (b) the lien of any recorded first mortgage made in good faith and for value. Such lien, when delinquent, may be foreclosed in the same manner as a construction lien or as otherwise provided by applicable law after the Association records a notice of lien against the delinquent Lot in the Official Records of Yakima County, Washington.

7.10.2 Association Bid. The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessments shall be levied on it; and (c) each other Lot shall be charged, in addition to usual assessments, its pro rata share of the assessments that would have been charged to such Lot had it not been acquired by the Association.

7.10.3 Effect of Conveyance and Foreclosure. Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments.

However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or a deed in lieu of foreclosure for the benefit of any first mortgagee shall extinguish the lien of such assessments on the Lot as to payments which became due prior to the sale or transfer. The unpaid assessments shall then become common expenses of all Owners, including the first mortgagee and any purchaser at the foreclosure sale or from a first mortgagee. No sale or transfer of any Lot pursuant to foreclosure of a first mortgage or a deed in lieu of foreclosure for the benefit of any first mortgagee shall relieve such Lot from liability as to any assessments thereafter becoming due or from the lien thereof. Notwithstanding the foregoing, no sale or transfer of any Lot pursuant to a mortgage foreclosure or a deed in lieu of foreclosure for the benefit of any first mortgagee shall be deemed to extinguish any mortgage or lien which the Association has itself placed upon any property owned by the Association.

7.11 Enforcement of Assessments.

7.11.1 Late Fees. The Board, in its reasonable discretion, may from time to time adopt resolutions to set the terms and conditions of a collections policy in compliance with Fair Credit Regulations. If any assessment is not paid within ten (10) days after its due date, the assessment shall bear interest from such date at twelve percent (12%) per year or, in the event that twelve percent (12%) exceeds the maximum amount of interest that can be charged by law, then the highest permissible rate as provided for by law. A late charge established by the Board shall be charged for any unpaid assessment more than ten (10) days past due. Each Owner hereby expressly grants to the Association, or its agents, the authority to bring all actions against each Owner personally for the collection of such assessments as a debt and to enforce lien rights of the Association by all methods for the enforcement of such liens, including foreclosure by an action brought in the name of the Association, and such Owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association, and shall be for the benefit of the Association. The Association shall have the power to bid at a foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot obtained by the Association.

7.11.2 Fines. Any fines levied by the Association as established by the Board pursuant to Chapter 64.38 Revised Code of Washington (or successor statute authorizing the imposition of fines) shall be treated as an assessment of the Owner fined, and may be collected by the Association in the manner described in this Declaration for the collection of assessments; however, that fines (but not interest or late fees) for violation of this Declaration or other Governing Documents may not be imposed against an Owner or such Owner's Lot until the Owner is given an opportunity for a hearing. The Association reserves the right to apply payments received by an Owner first to late charges and accrued interest for late payments, second to unpaid fines and third to Assessments then due.

7.11.3 Acceleration of Assessments. If an Owner is delinquent in payment of any assessment or installment on any Assessment, the Association, on not less than ten (10) days' written notice to the Owner, may accelerate the due date of the full annual assessment for that fiscal year and all future installments of any Special Assessments.

7.11.4 Enforcement of Assessments. The Board may take such action as is necessary, including the institution of legal proceedings, to enforce the provisions of this Article 7. In the event the Board begins an action to enforce any such rights, the prevailing party shall be entitled to its reasonable attorney's fees, costs and expenses incurred in the course of such enforcement action as provided in this Declaration.

7.12 Certificate of Payment. The Declarant, during the Development Period, and the Board after the Development Period shall, upon written demand, furnish a certificate in writing setting forth whether or not the assessment on a specified Lot has been paid. A reasonable charge may be made for the issuance of the certificate. Such certificate shall be conclusive evidence of payment of any assessment.

7.13 Reallocation Upon Annexation of Additional Property. When Additional Property is annexed to the Project pursuant to Article 19 (Annexation and Conversion), the Association shall, within sixty (60) days after the annexation, recompute the budget for the Association based on the additional Lots, Common Areas and Common Area Facilities, and recompute all applicable assessments for each Lot. Newly annexed Lots shall be subject to assessment from the time of annexation of the Lots to the Project, unless a later date is provided elsewhere in this Article 7 (e.g., Lots owned by Declarant or a Builder, which are generally exempt from assessments). The Association shall send notice of any applicable assessment to the Owners of newly annexed Lots not later than sixty (60) days after the annexation or with the next occurring Annual Assessment, whichever is sooner. Assessments shall be due and payable on or before a date set forth in the notice, which shall be not less than thirty (30) days after the date the notice is mailed to the new Owners or at such other time or times as the Association may specify in the notice in accordance with this Declaration or the Bylaws. If additional property is annexed to the Project during the Association's fiscal year, the Association shall send notice of the recomputed assessment and any additional assessments owed to the Owners of the Lots which were within the Project prior to the annexation, and the Association shall collect such recomputed additional assessments from such Owners. Notice of the adjustment in the assessments shall be sent to such Owners not later than sixty (60) days after the annexation or with the next occurring Annual Assessment, whichever is sooner. To the extent that any adjustment results in a credit with respect to assessments payable by an Owner, such credit shall be applied toward the next occurring payment or payments of the applicable assessment.

ARTICLE 8 ARCHITECTURAL CONTROL

8.1 Appointment. The Architectural Control Committee (the "ACC") shall consist of no more than three (3) persons. Each member shall hold office until he or she resigns, is removed or until a successor has been qualified and appointed. Declarant shall have the authority to remove and appoint the members of the ACC during the Development Period. Thereafter, the members of the ACC shall be appointed by the Board.

8.2 Duties. The ACC shall have the authority to review and act upon Owners' proposals to construct, alter or modify any structure or landscaping on the Property and to

perform other duties as set forth in this Declaration. The members of the ACC may delegate their duties to any one member subject to approval of the Board.

8.3 Adoption of Design Guidelines. The ACC shall have the authority to adopt and amend "Design Guidelines" to be applied in its review of plans and specifications in order to further the intents and purposes of this Declaration and any other covenants or restrictions covering the Property. If such guidelines are adopted, they shall be provided to all Owners.

8.4 Procedures for ACC Approval.

8.4.1 Approval of Plans Required. None of the following actions may be taken until plans and specifications for the same have been approved in writing by the ACC.

(a) The construction or erection of any building, fence, wall or other structure, swimming pool or hot tub, including the installation, erection, or construction of any solar collection device.

(b) Exterior colors.

(c) The remodeling, repainting, reconstruction, or alteration of any road, driveway or other structure.

(d) The landscaping plan for any Lot.

(e) The grading and drainage plan for any Lot.

Any such actions which have been approved shall only be taken in conformity with the plans and specifications actually approved by the ACC, and no changes in or deviations from the approved plans and specifications shall be made without the prior written approval of the ACC.

8.4.2 ACC Review. Any person wishing to take any of the actions described above shall submit to the ACC two sets of plans and specifications which meet the following requirements:

(a) Plans for the construction or modification of any building, fence, exterior wall, or other structure shall include building elevation plans, a detailed site plan, the exterior color scheme, proposed outdoor lighting, proposed landscaping, and shall show and otherwise identify any special needs or conditions which may arise or result from the installation, erection, or construction of any solar collection device. At the request of the ACC, the person submitting such plans shall locate stakes on the Lot which indicate the corners of the proposed structure. The plans for the first structure to be located on a Lot shall include a landscaping plan.

(b) Approval of such plans and specifications shall be evidenced by written endorsement of the ACC on such plans and specifications, one copy of which shall be delivered to the Owner of the Lot upon which the proposed action is to be taken. The ACC shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. The ACC shall approve,

disapprove, or require further information or changes within thirty (30) business days from the date the completed plans and specifications are submitted to the ACC.

8.4.3 **Criteria for Approval.** Approval of plans and specifications may be withheld or conditioned if the proposed action is at variance with this Declaration, Articles of Incorporation, the Bylaws, or Rules and Regulations, or Design Guidelines. Approval may also be withheld or conditioned if, in the opinion of the ACC, the proposed action will be detrimental to the community or to any other Owner, because of the grading and drainage plan, location of the improvement on the Lot, color scheme, finish, design, proportions, size of home, shape, height, style, materials, outdoor lighting proposed, or landscaping plan, or impact on privacy.

8.4.4 **Conformity with Approved Plans.** It shall be the responsibility of the ACC to determine that work has been completed in accordance with the plans as submitted and approved. Such determination must be made within sixty (60) days of the completion of the work. If the ACC shall determine that the work does not comply with the plans and specifications as approved, it shall notify the Owner within the 60-day period, and the Owner, within such time as the ACC shall specify, but not less than thirty (30) days, shall either remove or bring the work into compliance with the plans and specifications as approved or take such other steps as the ACC shall designate.

8.4.5 **Submission of Plans.** Before the initiation of construction of any improvement upon any Lot, the Owner thereof shall first submit to the ACC a complete set of plans and specifications for the proposed improvements. Plans shall include elevation drawings, design plans, specifications of materials and exterior colors, and any other information deemed necessary by the ACC for the performance of its function pursuant to the procedure outlined in the Design Guidelines. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

8.4.6 **Plan Review Fees.** The ACC may employ engineers, architects, and other professionals to review plans and take other actions as designated by the ACC. In such event, the Owner shall be responsible for reimbursement of customary fees incurred by the ACC for such professionals as a condition for ACC approval.

8.4.7 **Approval Not Required for Declarant.** Notwithstanding any other provision of this Declaration, the approval of the ACC shall not be required for action taken by Declarant to develop any of the Lots or Common Areas.

8.5 **Meeting; Compensation.** The ACC shall meet as necessary to properly perform its duties, and shall keep and maintain a record of all actions taken at the meetings or otherwise. Unless authorized by the Board, the members of the ACC shall not receive any compensation for their basic services. However, if time in excess of five (5) hours is required for the review and approval of any proposal, the Owner submitting the proposal shall pay a fee for the additional time based upon customary architectural fees in the area, as established by the Board. All members shall be entitled to reimbursement for reasonable expenses incurred in connection with the performance of ACC duties.

8.6 Limited Review; Nonwaiver. Any review made by the ACC is limited to compliance with the intent of the Declaration and Design Guidelines adopted by the ACC. The review and approval made by the ACC is not to be construed as superseding, replacing, or modifying any review, approval, or permit required by any local, state or federal jurisdictional agencies. It is the applicant's responsibility to obtain and comply with any permits that may be required by any local, state, or federal jurisdictional agency. Actions by the ACC approving or disapproving of any plans, drawings or specifications shall not be a waiver of the right of the ACC to approve or disapprove any similar plan, drawing, or specification.

8.7 Immunity of ACC Owners. Neither the ACC nor any of its members shall be liable to the Association or to any Owner for any damage, loss or prejudice resulting from any action taken in good faith and without malice on a matter submitted to the ACC for the approval or disapproval of any such matter. The Association shall defend any action brought against the ACC or any member thereof arising from acts or omissions of the ACC committed in good faith and without malice.

8.8 General Architectural Control Provisions.

8.8.1 Building Materials.

(a) All Dwellings constructed on a Lot shall be built of new materials, with the exception of "décor" items such as used brick, weathered planking, and similar items. The ACC will determine if a used material is a "décor" item. In making this determination, the ACC will consider whether the material harmonizes with the aesthetic character of the other Dwellings within the Property and whether the material would add to the attractive development of the Property.

(b) The exterior of all improvements on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings and landscaping within the Property. Exterior colors must be approved by the ACC. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built, and maintained to be compatible with the exterior of the structure they adjoin.

In all cases, Owners shall obtain approval from the ACC to change the exterior colors or materials of any structure on the Property.

8.8.2 Roofs. Roofing materials shall be of a minimum of a 30-year warranty in such color and style as may be approved by the ACC in its discretion.

8.8.3 Siding. The siding shall be of a Hardi lap siding, stone, stucco, tile, or such other material as may be approved by the ACC.

8.8.4 Dwelling Size. On each Lot within the Property, the Dwelling shall not be less than 1,200 square feet, exclusive of one story open porches and garages. No Dwelling shall exceed three stories in height and garages shall not be constructed for more than three cars. No

more than one Dwelling shall be constructed on any one Lot. Accessory Dwellings (whether attached or detached) are prohibited.

8.8.5 Patio Construction Materials. A patio at side or rear of the home may be constructed of concrete, wood, or pavers upon prior approval by the ACC.

8.8.6 Fences. Except for fences constructed by the Declarant, unless approved by the ACC, no fences are permitted on the side property lines within twenty-five (25) feet of the front property line; in no event may such side-yard fence extend beyond the front wall (façade) of the Dwelling (including the garage). Except for corner lots or panhandle lots, no fence may be allowed between the front lot line and the front wall (façade) of the primary residence, including the garage. For corner lots or panhandle lots, fencing closer to the front property line than as otherwise allowed in the section may be approved by the ACC.

8.9 Permits. No construction or exterior addition or change or alteration of any structure may be started on any portion of the Property without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority and written acknowledgement of such permits from the ACC as well as ACC plan check approval as required by this Declaration.

8.10 Codes. All construction shall conform to the requirements of the State of Washington's rules and regulations for installing electric wires and equipment, and the uniform codes (building mechanical, plumbing), in force at the commencement of the construction, including the latest revisions thereof.

8.11 Approval Not Required. Notwithstanding any other provision of this Declaration, the approval of the ACC shall not be required for action taken by Declarant to develop any of the Lots or Common Areas.

8.12 Exclusions. During the Development Period, the Declarant shall have the right to waive the plans and specifications review for Builders to whom the Declarant has sold a Lot. In the alternative, during the Development Period, the ACC may approve a master set of plans and specifications submitted by a Builder and the master set of plan is approved; a residence and improvements can be constructed pursuant to said master plan on any Lot without the necessity of any further approval by the ACC.

8.13 Work Hours. No exterior work, including delivery of materials or equipment, which would cause noise or other disturbance, may begin before 7:00 a.m. or occur after 6:00 p.m. This requirement applies to work performed Monday through Friday. No contractor work may be performed on Saturday or Sunday without prior written approval from the ACC.

**ARTICLE 9
EASEMENTS**

9.1 Plat Easements. The Property shall be subject to all easements delineated on the final plat. Each Owner shall have a non-exclusive right and easement, in common with all Owners, of use enjoyment of all roads designated in the plat.

9.2 Easements for Association. The Association and its agents shall have an easement for access to each Lot and to the exterior of any building located thereon during reasonable hours as may be necessary for the following purposes:

9.2.1 The maintenance of front yards of lots as set forth in this Declaration.

9.2.2 The maintenance, repair, replacement, of any Association improvement in any easement accessible from that Lot.

9.2.3 Emergency repairs necessary to prevent damage to the easement or to another Lot or the improvements thereon.

9.2.4 Cleaning, maintenance, repair, or restoration work which the Owner is required to do but has failed or refused to do.

Except in an emergency where advance notice is not possible, the easement shall be exercised only after reasonable notice to the Lot Owner.

9.3 Easement for Government Personnel. An easement for access by police, fire, rescue and other government personnel is reserved across all Common Areas as necessary or appropriate for the performance of their public duties.

9.4 Utility Easements. On each Lot an easement is reserved over and upon a ten-foot strip of land for purposes of utility installation and maintenance including but not limited to power, telephone, water, sewer, storm drainage, gas, cable television, together with the right for the Association or any utility entity to enter upon the Lot at all times for such purposes. The easement on the strips of land on the side boundary and back boundary of Lots shall be limited to drainage and access and to utilities that benefit only the Lots within the Project and that no utility lines may be put in those strips of land on the side and back of lots which benefit property other than Lots within the plat. In addition, there shall be other utility easements as shown on the Plat as well as any other recorded utility easements for the benefit of any governmental agencies or utility entities. Within such strips as identified above, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of said utilities which may change, obstruct, or retard the flow of water through any drainage channels. Such easement areas and all improvements thereon shall be maintained by the Owner except as to utility improvements located therein which are the responsibility of the utility entity owning, installing, or being responsible for such improvements.

9.5 Special Declarant Easements.

9.5.1 **Project Utility Easements.** Declarant reserves for itself and the Association, for the benefit of the Property and any Additional Property, perpetual, nonexclusive blanket easements upon, across, over and under the Property and any additional property annexed into the Project for purposes of ingress, egress, installation, maintenance, repair and replacement of utilities and infrastructure; cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems; walkways, pathways and trails; storm water drainage systems; irrigation systems; sanitary sewer systems; street lights; signage; and entry features; provided, however, that the exercise of these easements does not unreasonably interfere with the use of any Lot. Declarant further reserves for itself and the Association the right to grant the benefit of any such easements to the local municipal governmental body and other utility service providers.

9.5.2 **Common Area Easements.** Declarant reserves for itself and its duly authorized agents, successors and assigns, perpetual, nonexclusive easements on, over and across the Common Areas for purposes of (a) constructing and maintaining such facilities and activities as Declarant, in its sole discretion, deems necessary or convenient to the sale of Lots and Dwellings, including, but not limited to, business offices, signs, model units and sales offices; (b) constructing and maintaining Common Areas, including any structures thereon; and (c) storing materials and making such other use thereof as Declarant, in its sole discretion, deems necessary or convenient to the construction of Dwellings and other structures on the Property or Project (provided that no such storage or other use shall unreasonably interfere with access to, or the use, occupancy and enjoyment of any Lot). Declarant shall also have easements for access to and use of the Common Areas for such facilities at no charge.

9.5.3 **Reserved Declarant Rights.** Declarant also reserves for itself and the Association the nonexclusive right and power to grant and record such specific easements over the Property and Additional Property as may be necessary, in the sole discretion of Declarant or the Association, to exercise the rights and easements granted by the preceding paragraph. The Owner of any Lot to be burdened by any easement granted pursuant to this Section 9.5 shall be given advance written notice of the grant, and the location of the easement on such Lot shall be subject to the written approval of the Owner (which shall not be unreasonably withheld, delayed or conditioned); provided, however, that an Owner shall be deemed to have consented to the location of an easement on his or her Lot if the Owner has not responded to a written request within thirty (30) days after such request was mailed to the Owner's address on record with the Association.

ARTICLE 10 RECREATION FACILITIES

10.1 **Clubhouse (if constructed).** Any clubhouse facility is provided for the Owners' use and enjoyment subject to rules and regulations as determined by the Board. Declarant will lease the clubhouse to the Association during the Development Period. Upon termination of the Development Period, Declarant will transfer ownership of the clubhouse facility to the

Association and the clubhouse facility will become part of the Common Area. The Board may appoint a manager who will keep a schedule of all events requiring the use of the clubhouse.

10.2 Clubhouse Private Function Signup. Any owner may request to use the clubhouse for a private function through the manager and complete a "Social Use of Clubhouse Facilities Agreement." The Owner sponsor is responsible for cleaning the clubhouse at the conclusion of the function. The Board may require a reasonable deposit to ensure that satisfactory cleanup is completed.

10.3 Clubhouse or Common Areas Closures. The Common Areas and clubhouse, if any, may be closed from time to time for maintenance or for a scheduled private function.

10.4 Clubhouse Heating/Cooling. Air conditioning and/or heating of the clubhouse may not be operated on a constant basis, consistent with energy conservation requirements.

10.5 Responsibility for Personal Behavior. Whether participating in a community or private function, Owners using the clubhouse or other recreational facilities within the Project are responsible for their behavior and that of their guests, including but not limited to, responsible consumption of alcoholic beverages. In no event shall the Association, its directors, officers or agents be liable for any injury suffered by an Owner or its guests unless caused by the sole negligence or malicious conduct of the Association, its directors, officers or agents.

10.6 Use of Clubhouse by Guests. If a clubhouse is provided, the Board reserves the right to determine whether clubhouse or other community facilities can accommodate residents and guests. The Association may refuse any guest access to a facility if the guest's presence would detract from the use and enjoyment of the facilities by the Owners.

ARTICLE 11 PERMITTED AND PROHIBITED USES

11.1 All Guests. Any guest staying longer than fifteen (15) days in any 60-day period must register with the Board. Visits cannot exceed sixty (60) days per year.

11.2 Live-In Care Provider. Exceptions to Section 11.1 above will be made for live-in care providers. Prior to allowing a live-in care provider to move into a resident's home, resident must provide the Association with the following:

- (a) Written proof that the care provider is over eighteen (18) years of age.
- (b) A copy of the resident's approved plan of treatment.
- (c) A copy of resident's physician's written order for the plan of treatment.
- (d) The live-in care provider must execute a live-in Care Provider Agreement and must comply with the Rules and Regulations of the Association. The

live-in care provider is not an Owner of the Association and has no rights of Membership.

11.3 Overnight Guests During Owner Absence. If the Owner is absent, no guest may stay overnight in an Owner's home without notifying the Association by registering in advance with the Board.

11.4 Land Use and Building Type. All Lots subject to this Declaration shall be used only for residential purposes. No structures of any kind shall be erected or permitted to remain on any Lot other than single family residences, garages, workshops, and structures normally appurtenant to such residences. Two-car or three-car garages are permitted and they shall be incorporated in or made a part of the Dwelling and must have doors. No detached garages shall be permitted except with written approval by the ACC. Carports are prohibited. All Dwellings shall comply with City of Yakima Zoning Requirements and all applicable building codes.

11.5 Business and Commercial Use. Except model homes or ACC-approved sales offices, no trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot or within any building located on any Lot, except as expressly approved below; nor shall any goods used for private purposes or for trade or business be kept or stored outside any building in a location on any Lot which is visible from the street or from any other Lot. Subject to approval by the Board and any conditions as the Board may impose, an "in-home" businesses or commercial activity may be permitted, provided such use complies with the Municipal Code of the City of Yakima. Under no condition may an "in-home" business or commercial activity permit customers to enter the Property or create commercial traffic on or within the Property. The Board's approval of an "in-home" business will be personal only to the Owner requesting such approval. In the event of a sale of any Lot upon which approval of any "in-home" business shall be deemed revoked automatically and without further action by the Board.

11.6 Swimming Pools and Hot Tubs. No swimming pool or hot tub may be installed unless the same has been approved by the ACC which shall not only approve the design, but also the location of the swimming pool or hot tub on the Lot.

11.7 RVs, Boats and Trailers. Recreational vehicles, boats and trailers (including but not limited to utility, boat, camping and horse trailers) may only be parked on driveways for a period not to exceed twenty-four (24) hours subject to the Rules and Regulations. Thereafter, recreational vehicles, boats, and trailers must be located within a fully enclosed approved structure upon a Lot. Any commercial vehicles, construction or like equipment, or disabled vehicles must be located within a fully enclosed approved structure upon a Lot and shall not be parked or stored on any Lot or in the Common Areas.

11.8 Nuisances. No noxious or undesirable objects, activities or uses will be permitted or maintained on any Lot or any other portion of the Property. The Board reserves the right to determine whether such object, activity or use is noxious or undesirable, and will provide the Owner with an opportunity for a hearing before the Board.

11.9 Drainage. The Owner of any Lot shall not take any action which would interfere with surface water drainage across that Lot either through natural drainage or by drainage easements. Any change of drainage, either through natural drainage areas or through drainage easements must be approved by the ACC. All drainage improvements must be completed prior to occupancy in accordance with the drainage plan submitted to the ACC.

11.10 Use During Construction. No person shall reside on any Lot until a residence has been completed in accordance with the plans and specifications approved by the ACC.

11.11 Signs. No sign shall be erected or maintained on any Lot except that not more than one "For Sale" or "For Rent" sign may be placed by the Owner or by a licensed real estate agent, not exceeding five (5) square feet. Declarant reserves the unrestricted right to place and maintain such other advertising signs as may be required by Declarant to promote the sale of any Lots by Declarant, including but not limited to monument type signs at the entrance to the subdivision. The signs for model homes constructed by Builders shall be approved by the ACC.

Political campaign signs are allowed only upon a Lot owned by the person posting them, and with the following restrictions:

- (a) Signs shall not exceed normal yard sign size (approximately 22 inches by 28 inches).
- (b) Signs shall be free standing and not connected or attached to a fence, building or other structure.
- (c) Signs shall not be lighted except as normal house or yard lighting may incidentally illuminate them.
- (d) Signs shall not obstruct driving line of sight or traffic signs or signals.
- (e) Signs shall not be displayed more than thirty (30) days before the election involving the candidate, party or ballot measure they address.
- (f) Signs shall be removed within three (3) days after the election involving the candidate, party or ballot measure they address.
- (g) Signs shall not be placed on Common Areas or Common Area Facilities or grounds.

11.12 Animals. No animals of any kind shall be kept on any Lot except that dogs, cats or other household pets may be kept on a Lot subject to the Rules and Regulations. All dogs must be kept on a hand-held leash when outside unless in a kennel, the design and location of which have been approved by the ACC, and all other pets must be kept in yards unless accompanied by an Owner. No animal may be kept, bred, or maintained for any commercial purpose. Each Owner shall be responsible for pick-up and disposal of that pet owner's animal waste. All dogs must be kept so as to minimize noise from barking. Excessive noise from barking is to be considered a nuisance. The Association, by appropriate rules and regulations

shall determine the number and kind of pets to be kept on any Lot. The Association may require a separate Pet Agreement to be signed by Owners.

11.13 Garbage and Refuse. No garbage, refuse, rubbish, cuttings or debris of any kind shall be deposited on or left upon any Lot unless placed in an attractive container suitably located and screened from public view. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

11.14 Temporary Structure. No structure of a temporary or removable character, including but not limited to a trailer, mobile home, tent, shack, garage, barn or any other building shall be kept or used on any Lot at any time as a residence. This provision shall not be deemed to prevent the use of a construction shack or trailer for purposes of storage or security at any time during the Development Period.

11.15 Utility Lines; Radio and Television Antennas. All electrical service, telephone lines and other outdoor utility lines shall be placed underground. No exposed or exterior radio or television transmission or receiving antennas shall be constructed, placed or maintained on any part of such premises except as approved by the ACC prior to installation or construction. Any waiver of these restrictions shall not constitute a waiver as to other Lots or other lines or antennas on the same Lot.

11.16 Satellite Dishes, Antenna and Aerials. Up to two satellite dish antennae having a diameter of not more than forty inches (40") installed in the side yard or backyard of any residence and integrated with the structure and surrounding landscape, shall be permitted upon a Lot without any additional approval. Any other dish location and screening shall be reasonably determined by the Board so as not to impair reception and to ensure that the satellite dish is not visible, insofar as that is reasonably possible, from the street.

11.17 Tanks, Etc. Any tanks installed on a Lot with a residence, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring Lots, roads, or streets. All clothes lines, equipment, coolers, wood piles, or storage piles shall be suitably screened to conceal them from the view of neighboring Lots, Common Areas, roads or streets. Plans for all enclosures of this nature must be approved by the ACC prior to construction.

11.18 Auto Repair. No major auto repair shall be permitted except within enclosed garages which are kept closed.

11.19 Firearms. The use of firearms is expressly prohibited. For purposes of this subsection the term "firearm" includes guns, pistols, handguns, rifles, automatic weapons and semi-automatic weapons.

11.20 Dirt bikes and/or ATV. No unlicensed motor vehicles, including motorcycles, dirt bikes, motor scooters, ATV's etc., shall be permitted on any road within the Property, nor shall dirt bikes or ATV's be permitted to operate on any Lot or within the Property in an unsafe manner or in such a way to create a hazard or nuisance.

11.21 Mailboxes. No Owner may install a mailbox on a Lot. The Association will establish a mailbox area.

11.22 Sex Offenders. No registered sex offenders can reside within the development. The Board may exercise its right to have any such sex offenders removed by injunctive relief as may be allowed under applicable law and pursuant to an order issued by a court of competent jurisdiction.

11.23 Compliance with Law. Governmental regulations, zoning, building, environmental and other similar governmental regulations applicable to the Project shall be observed. In the event of any conflict between any such regulations and the provisions of this Declaration, the more restrictive shall apply.

11.24 Authority to Adopt Additional Rules and Regulations. The Association shall have the authority to adopt additional written rules and regulations governing the use of Lots and the Property, provided such rules and regulations are consistent with the purposes of the Declaration. Pursuant to RCW 64.38.020 (as may be amended), the Board may establish a fine schedule for violations of those rules and regulations.

ARTICLE 12 CONSTRUCTION AND MAINTENANCE OF LOTS

12.1 Entry for Inspection. The Declarant or any agent, director, officer or committee member of the Association may, at any reasonable time upon twenty-four (24) hours' notice during construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. Owners have presumptively permitted such entry and inspection pursuant to these Declarations and as an express condition for ACC approval pursuant to Section 8.4 above.

12.2 Completion of Construction. The construction of any building on any Lot, including painting and all exterior finish, shall be completed within six months of receipt of ACC approval of the plans and specifications pursuant to Section 8.4 above. The building area shall be kept in a reasonably clean and workman-like manner during construction. All Lots shall be kept in a neat and orderly condition, free of brush, vines, weeds and debris. The grass thereon shall be cut and mowed at sufficient intervals to prevent creation of a nuisance or fire hazard. The Board may levy fines as provided under Section 7.11.2 above for an Owner's or Builder's failure to timely complete the construction or maintain the construction site as required under this section.

12.3 Landscape Completion and Standards. The front yard, up to the edge of the street fronting any Lot, shall be landscaped in accordance with the provisions of this section. The landscaping shall be installed prior to occupancy, or within thirty (30) days after substantial completion of the residence on any Lot, whichever shall occur first. If inclement weather conditions prevent the timely installation of landscaping improvements, the Owner must make application to the ACC for an extension of time until weather conditions sufficiently improve.

12.3.1 As used in this Section 12.3, the term “front yard” means the lot area extending from the front property line back to a line measured parallel with the front property line which would coincide with the front wall of the main dwelling on the Lot, exclusive of any garage projections but inclusive of any garage recessions.

12.3.2 At least fifty percent (50%) of the minimum front yard landscape area on each Lot shall be maintained as lawn area unless otherwise approved by the ACC.

12.3.3 Within sixty (60) days after occupancy, all Lots with backyard areas visible from adjacent street rights-of-way shall have the landscaping completed on the entire Lot area unless otherwise approved by the ACC.

12.4 Driveways and Parking Areas. All driveways and any parking areas on any Lot shall be of aggregate concrete material or such other hard surface material as may be approved by the ACC and this shall be completed prior to occupancy.

12.5 Excavation and Fill. Except with the approval of the ACC or as may be necessary in connection with the construction of an ACC-approved improvement, no excavation or fill shall be added, nor shall any fill be removed from any Lot herein.

12.6 Maintenance of Structures and Landscaping. Owners are responsible for the maintenance of the home and Lot to include: structures, utility lines, side and rear yard landscaping, and other items attached to or placed on the home or Lot (referred to as “improvements”), including driveways, walkways, and patios. All must be kept in good condition and repair, be neat, clean, aesthetically pleasing, and well kept. Owners are responsible for the maintenance, repair and replacement of all improvements including but not limited to driveways, walkways, and patios. Owners are responsible for any damage or injury caused by resident’s failure to maintain an improvement. If Owners are absent, it is still their responsibility to have someone maintain the home and Lot. If an Owner does not maintain his or her property, then the Association reserves the right to engage the services of a contractor at Owner’s expense. There will be yard service available for a fee to Owners wishing to contract for maintenance of side and rear yards. Owners should contact the Association for details.

12.7 Maintenance of Structures and Grounds. Each Owner shall maintain his or her Lot and structures thereon in a clean and attractive condition, in good repair and in such fashion as not to create a fire hazard.

12.8 Damage Repair. All Owners agree to repair immediately any damage to any utilities adjacent to their Lot or Lots, in the event any of the utilities are cracked, broken, or otherwise damaged as a result of construction activities, or other activities by Owners, by persons acting for Owners, or by persons in or around the Property at the request of or with the consent of the Owners. Repairs not immediately made by Owners after reasonable notice may be executed by the Board at the Owner’s sole expense.

**ARTICLE 13
INSURANCE AND INDEMNIFICATION**

13.1 Association Insurance Coverage. The Association shall obtain and maintain at all times the insurance required below and such additional insurance as the Board deems advisable, which will include, but is not be limited to, the following:

13.1.1 Property Insurance. The Association shall obtain and maintain at all times a policy of property insurance covering all insurable improvements within the Common Areas against loss or damage resulting from fire and other hazards covered under special form coverage ("all risk"), including vandalism, malicious mischief, sprinkler leakage, debris removal, cost of demolition, windstorm, flood and water damage endorsements. Coverage shall be for the full insurable replacement cost (without deduction for depreciation) of such improvements, exclusive of land, foundation, excavation and other items normally excluded from coverage, and shall be subject to a commercially reasonable deductible. Such policy of insurance shall cover the interests of the Association and the Owners and First Mortgagees as their interests may appear and, if available at reasonable cost, the following terms:

(a) A waiver of subrogation by the insurer as to any claims against the Association and its Board and property manager (if any), and against any Owner or guest of any Owner;

(b) A standard mortgagee clause, except that the loss payment provision shall be subject to the terms of Article 15 of this Declaration;

(c) A provision that no policy may be canceled, invalidated, or suspended because of the action of an Owner;

(d) A provision that no policy may be canceled, invalidated, or suspended because of the conduct of any director, officer, or employee of the Association unless the insurer gives the Association a prior written demand that the Association correct the defect and allows the Association a reasonable time to make the correction;

(e) A provision that the policy is primary in the event an Owner has other insurance covering the same loss;

(f) A provision that the policy cannot be canceled or substantially modified without at least ten (10) days' prior written notice to all insureds; and

(g) A provision that any adjustment of the loss will be made by the Association, and that all proceeds thereof shall be paid to either the Association or an insurance trustee, as provided in Article 15 of this Declaration.

The Board may by resolution determine the amount of deductible for such insurance policy, based on availability and costs. Owners shall be responsible for the deductible to the extent it is determined that they, their tenants or guests are responsible for the damage caused to the Common Maintenance Areas or other properties that the Association insures.

13.1.2 **Liability Insurance.** The Association shall at all times maintain commercial general liability insurance covering the Common Areas with limits of loss of not less than \$1,000,000 combined single limit for personal injury or property damage (such policy limits to be reviewed at least annually by the Board and increased in its discretion), insuring the Association, all Owners, and any managing agent against liability to the public or to individual Owners, subject to a commercially reasonable deductible.

13.1.3 **Workers and Employers Insurance.** The Association shall obtain and maintain at all times worker's compensation and employer's liability insurance to the extent required by applicable laws.

13.1.4 **Fidelity Insurance.** The Board shall obtain and maintain at all times fidelity insurance naming the Board and all other officers, directors and employees of the Association handling or responsible for funds of or administered by the Association. If a management agent has the responsibility for handling or administering funds of the Association, the management agent will be required to maintain fidelity insurance coverage for its officers, employees and agents responsible for such funds. In no event may the aggregate amount of such insurance be less than a sum equal to three (3) months' Annual Assessments. The insurance must contain waivers by the issuers of the insurance of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions.

13.1.5 **Insurance Against Loss of Association's Personal Property.** The Association shall obtain and maintain at all times insurance against loss of personal property of the Association by fire, theft, and other losses, with deductible provisions as the Board deems advisable.

13.2 **Owners' Insurance Coverage.** Each Owner shall obtain and maintain a homeowner's insurance policy covering all insurable improvements located on its Lot and liability resulting from use or ownership of the Lot. The insurance coverage maintained by the Association shall not be brought into contribution with the insurance obtained by an Owner under this Section.

13.3 **Builders' Insurance Coverage.** Each Builder shall maintain the following insurance coverages:

13.3.1 **Liability Insurance.** Commercial general liability insurance with limits of loss of not less than \$1,000,000 combined single limit for personal injury or property damage, subject to a commercially reasonable deductible.

13.3.2 **Automobile Insurance.** Automobile liability insurance covering owned, hired, and non-owned vehicles in an amount of not less than \$500,000 per occurrence.

13.3.3 **Workers and Employers Insurance.** Worker's compensation and employer's liability insurance to the extent required by applicable laws.

13.3.4 Additional requirements. Each insurance policy required to be maintained by a Builder under Sections 13.3.1 and 13.3.2 above shall name Declarant and the Association as additional insureds and shall be endorsed (if necessary) to insure the Builder's indemnification obligation under Section 13.4 below. Each Builder shall provide a certificate of insurance evidencing compliance with this Section to Declarant and the Association prior to commencing any preparatory or construction activities on any Lot, upon request, and upon renewal or issuance of new policies.

13.4 Builders' Indemnification. Each Builder agrees to indemnify, defend and hold Declarant and the Association harmless from and against any claims, demands, actions, suits, judgments, losses, damages, penalties, fines, costs, or expenses, including attorneys' fees (collectively, "Claims") arising from or relating to (a) the activities of the Builder and its employees, agents, consultants, contractors and suppliers within the Subdivision; or (b) the Builder's failure to comply with the terms and conditions of this Declaration, except to the extent of any Claims caused by the gross negligence or intentional acts of party claiming protection under this indemnification.

ARTICLE 14 LIMITATION OF LIABILITY

14.1 No Personal Liability. So long as a Board member, Association committee member, Association officer, or Declarant (or Declarant's managing agent) exercising rights reserved to it hereunder, has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, no such person shall be personally liable to any Owner, or other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, negligence (except gross negligence), any discretionary decision, or failure to make a discretionary decision by such person in such person's official capacity. This Section shall not apply to the extent the consequences of such act, omission, error or negligence are covered by insurance or bonds obtained by the Board; providing, however, that any such insurance or bonds shall contain a waiver of subrogation rights in favor of any person released hereby (unless insurance or bonds containing such a waiver of subrogation is not available at commercially reasonable rates).

14.2 Indemnification of Board Members. Each Board member or Association committee member, or Association officer, or Declarant (or Declarant's managing agent) exercising Special Declarant Rights, and their respective heirs and successors, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party; or in which he may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred; except in such cases wherein such person is adjudged guilty of intentional misconduct, or gross negligence or a knowing violation of law in the performance of his duties, and except in such cases where such person has participated in a transaction from which said person will personally receive a benefit in money, property, or services to which said person is not legally entitled. Notwithstanding the foregoing, in the event of a settlement, such indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. Nothing contained in this

Section 14.2 shall, however, be deemed to obligate the Association to indemnify any Member or Owner of a Lot who is or has been a Board member or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him in his capacity as a Member or Owner of a Lot (as opposed to his capacity as a Board member, Association committee member or Association officer, or Declarant or Declarant's managing agent exercising Special Declarant Rights).

ARTICLE 15 DAMAGE OR DESTRUCTION

15.1 Common Areas. In the event of damage or destruction to all or part of the Common Area, the insurance proceeds, if sufficient, shall be applied to repair, reconstruct or rebuild the Common Area in accordance with the original plans. Such repair, reconstruction or rebuilding shall be arranged for promptly by the Board. If the insurance proceeds are insufficient to pay for the cost to repair the Common Areas, the Board shall promptly, but in no event later than ninety (90) days after the date of damage or destruction, give notice to and conduct a special meeting of the Owners to review the proposed repairs, replacement and reconstruction, as well as the projected cost of such repairs, replacement or reconstruction. The Owners shall be deemed to have approved the proposed repairs, replacement, and reconstruction as proposed by the Board at that meeting, unless the Owners decide by an affirmative vote of fifty-one percent (51%) of the total votes cast at such meeting (provided a quorum exists), to repair, replace, or reconstruct the premises in accordance with the original condition in a different manner than that proposed by the Board. In any case, however, use of hazard insurance proceeds for other than repair, replacement, or reconstruction of the Common Area in accordance with the original plans shall not be permitted without the prior written approval of at least sixty-seven percent (67%) of the First Mortgagees (based on one vote for each first mortgage owned) or Owners (if there is not first mortgage on that Lot) of the Lots.

15.2 Dwellings. If all or any portion of a Dwelling or any other improvements located on an Owner's Lot is/are damaged by fire or other casualty, the Owner thereof shall either (a) restore the damaged Improvements or (b) remove all damaged Improvements, including foundations, and leave the Lot in a clean and safe condition. Any restoration proceeding under (a) above must be performed so that the Improvements are in substantially the same condition in which they existed before the damage or destruction, unless the owner complies with the provisions of Article 8. The Owner must commence such work within sixty (60) days after the damage or destruction occurs and must complete the work within six (6) months thereafter.

ARTICLE 16 CONDEMNATION

16.1 In the event of a partial condemnation of the Common Areas, the proceeds shall be used to restore the remaining Common Area, and any balance remaining shall be distributed to the Association.

16.2 In the event that the entire Common Area is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the condemnation award shall be distributed to the Association.

16.3 No proceeds received by the Association as the result of any condemnation shall be distributed to an Owner or to any other party in derogation of the rights of the First Mortgagee of any Lot.

ARTICLE 17 MORTGAGEES

17.1 Notice of Delinquency. An institutional holder, insurer or guarantor of a Mortgage who provides a written request to the Association will be entitled to timely written notice of any delinquency in the payment of an assessment or failure to perform any other obligation under the Governing Documents by the Owner of a Lot subject to its Mortgage which is not cured within sixty (60) days.

17.2 Reimbursement of First Mortgagees. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Areas and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy. First Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

ARTICLE 18 AMENDMENT

18.1 Amendment by Owners. After the expiration of the Development Period, this Declaration can be amended only by written consent of the Owners of seventy-five percent (75%) of the Lots. Any such amendment must be in writing, approved by qualified Owners and recorded with the Yakima County Auditor.

18.2 Amendment by Declarant. Notwithstanding any other provision of this Declaration, this Declaration can be amended at any time by the Declarant during the Development Period and all Owners agree to be bound by such amendment or amendments.

18.3 Certification of Amendments. Upon approval of an amendment as provided in this 17.1 18.3, the president and secretary of the Association shall execute an instrument amending this Declaration and certifying that the amendment was adopted in accordance with this Declaration, which certification shall be properly acknowledged in the manner of acknowledgment of deeds, and the Board, or other duly appointed and authorized persons, shall record the instrument amending this Declaration in the Official Records of Yakima County, Washington. No amendment to this Declaration is effective until recorded, and the effective date of an amendment is the date of recording, unless a later date is indicated in such amendment.

18.4 Conform to Lending Institution Guidelines. Declarant, upon Declarant's sole signature without the assent of the Board or Owners, and as an attorney-in-fact for the

Association and all Owners with an irrevocable power coupled with an interest, may at any time until the termination of the Development Period file such amendments to this Declaration and the plat map of the Project as are necessary to meet the then requirements of Federal National Mortgage Association, Veterans Administration, Federal Home Loan Mortgage Corporation, or other agencies, institutions or lenders financing and/or title insuring the purchase of a Lot from the Declarant.

ARTICLE 19 ANNEXATION AND CONVERSION

19.1 Annexation by Declarant. At any time from time to time until the expiration of the Development Period, Declarant may, in its discretion without the assent of the Board, Owners or Mortgagees, cause any real property not already part of the Project to be annexed to the then existing Project and thereby subjected to this Declaration as part of the Project. Such annexation shall be accomplished by recording an amendment to this Declaration in accordance with the provisions of Section 19.3 below. Lots within property annexed to the Project pursuant to this Section 19.1 shall be owned by Declarant.

19.2 Non-Declarant Annexations. Annexation of additional properties (other than Declarant annexations provided for in Section 19.1 above) shall require the assent of seventy-five percent (75%) of the Owners attending a meeting duly called for this purpose, written notice of which shall be sent to all Owners not less than thirty (30) days or more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of Owners or of proxies entitled to cast sixty percent (60%) of the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event sixty-seven percent (67%) of the Owners are not present in person or by proxy, Owners not present may give their written consent to the action taken thereat. Until the Transition Date, annexation of additional properties under this Section shall also require the prior written approval of the Declarant. Annexation of additional properties under this Section shall be accomplished by recording an amendment to this Declaration in accordance with the provisions of Article 18 above.

19.3 Declaration Amendment. To make effective any annexation pursuant to this Article 19, the Declarant (or the Association acting pursuant to Section 19.2 above) shall execute and record an amendment to this Declaration describing the real property to be annexed (the "Annexed Property") and stating that such Annexed Property shall be annexed to and made a part of the Project. Such amendment shall identify Common Areas within the Annexed Property, and may include covenants, conditions and restrictions affecting such Common Areas and the use and maintenance thereof. Such covenants, conditions and restrictions shall be operative as a set of covenants running with the land as provided in Section 21.1 below. From and after the recording of such amendment, all property (including all Lots, Common Areas, and all Dwellings and other improvements constructed thereon) within the Annexed Property as well as

within the Project existing prior to such amendment shall constitute a single Project pursuant to the provisions of this Declaration.

19.4 Common Areas Within Annexed Property. Common Areas within property subsequently annexed to the Project shall be available for the common use of all Owners of Lots within such subsequently Annexed Property as well as within the Project existing prior to such annexation. Likewise, Common Areas within the Project existing prior to such annexation shall be available for the common use of all Owners of Lots within the Project including the property annexed thereto.

19.5 Conversion of Lots to Common Area. Declarant reserves the right to amend this Declaration and the plat maps for the Project, from time to time until the termination of the Development Period, for the purpose of converting to Common Area any Lots or portions thereof which have not yet been improved with Dwellings. Such amendment shall not require the consent of any person other than the Owner(s) and Mortgagee(s) of the property to be converted.

19.6 Conversion of Common Area to Lots. Declarant reserves the right to amend this Declaration and the plat maps of the Project, from time to time until the termination of the Development Period, for the purpose of converting to Lots any Common Area. Such amendment shall require the prior approval of seventy-five percent (75%) of the Owners and of institutional first Mortgagees.

19.7 Adjustment of Voting and Common Expense Percentages. In the event of the annexation of property to the Project, the conversion of Lots to Common Areas or the conversion of Common Areas to Lots, the voting rights and pro rata assessments shall be adjusted accordingly.

ARTICLE 20 DISPUTE RESOLUTION AND LIMITATIONS ON LITIGATION

20.1 Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes. The Association, Declarant, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "**Bound Parties**") agree to encourage the amicable resolution of disputes involving the Property, and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Bound Party covenants and agrees that all claims, grievances or disputes between such Bound Party and any other Bound Party involving the Property, including without limitation claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the Bylaws, the Association rules or the Articles (collectively "**Claim**"), except for those Claims authorized in Section 20.2, shall be resolved using the procedures set forth in Section 20.3 in lieu of filing suit in any court or initiating proceedings before any administrative tribunal seeking redress or resolution of such Claim.

20.2 Exempt Claims. The following Claims ("**Exempt Claims**") shall be exempt from the provisions of Section 20.3:

20.2.1 Any suit by the Association against any Bound Party to enforce the provisions of Article 7;

20.2.2 Any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article 8, Article 11, the Design Guidelines and the Rules and Regulations;

20.2.3 Any suit between Owners (other than Declarant) seeking redress on the basis of a Claim which would constitute a cause of action under the laws of the state of Washington in the absence of a claim based on the Governing Documents;

20.2.4 Any suit by the Association in which similar or identical Claims are asserted against more than one Bound Party; and

20.2.5 Any suit by a Bound Party for declaratory or injunctive relief which seeks a determination as to applicability, clarification or interpretation of any provision of this Declaration.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 20.3, but there shall be no obligation to do so. The submission of an Exempt Claim involving the Association to the alternative dispute resolution procedures of Section 20.3 shall require the approval of the Association.

20.3 Mandatory Procedures for All Other Claims. All Claims other than Exempt Claims shall be resolved using the following procedures:

20.3.1 Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent"), other than an Exempt Claim, shall notify each Respondent in writing of the Claim (the "Notice"), stating plainly and concisely:

(a) The nature of the Claim, including date, time, location, persons involved and Respondent's role in the Claim;

(b) The basis of the Claim (i.e., the provisions of this Declaration, the Bylaws, the Articles or rules or other authority out of which the Claim arises);

(c) What Claimant wants Respondent to do or not do to resolve the Claim; and

(d) That Claimant wishes to resolve the Claim by mutual agreement with Respondent and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

20.3.2 Negotiation.

(a) Each Claimant and respondent (the "Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

(b) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the parties and to the welfare of the Community.

20.3.3 Mediation.

(a) If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("**Termination of Negotiations**"), Claimant shall have thirty (30) additional days within which to submit the Claim to mediation under the auspices of the Dispute Resolution Center of Yakima and Kittitas Counties, or such other independent agency providing similar services upon which the parties may mutually agree.

(b) If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a party to the foregoing proceedings.

(c) If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("**Termination of Mediation**"). The Termination of Mediation notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.

(d) Each Party shall, within five (5) days of the Termination of Mediation, make a written offer of settlement in an effort to resolve the Claim. The Claimant shall make a final written settlement demand ("**Settlement Demand**") to the Respondent. The Respondent shall make a final written settlement offer ("**Settlement Offer**") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

20.3.4 Final and Binding Arbitration.

(a) If the Parties do not agree in writing to accept either the Settlement Demand, the Settlement Offer or otherwise resolve the Claim within fifteen (15) days of the Termination of Mediation, the Claimant shall have fifteen (15) additional days to submit the Claim to arbitration in accordance with the Rules of Arbitration of the American Arbitration Association or the Claim shall be deemed abandoned, and Respondent shall be released and

discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a party to the foregoing proceedings.

(b) This Section 20.3.4 is an agreement of the Bound Parties to arbitrate all Claims except Exempt Claims and is specifically enforceable under the applicable arbitration laws of the state of Washington. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the state of Washington.

20.4 Allocation of Costs of Resolving Claims.

20.4.1 Each Party shall bear its own costs incurred prior to and during the proceedings described in Sections 20.3.1, 20.3.2 and 20.3.3, including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the mediator(s) pursuant to Section 15.3.3.

20.4.2 Each Party shall bear its own costs (including the fees of its attorney or other representative) incurred after the Termination of Mediation under Section 20.3.3 and shall share equally in the costs of conducting the arbitration proceeding (collectively, "Post Mediation Costs"), except as otherwise provided in Section 20.4.3.

20.4.3 Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand shall add such Claimant's Post Mediation Costs to the Award, such Costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than Respondent's Settlement Offer to that Claimant shall also award to such Respondent its Post Mediation Costs, such Costs to be borne by all such Claimants.

20.5 Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 20.3 and any Party thereafter fails to abide by the terms of such agreement, or if the Parties agree to accept the Award following arbitration and any Party thereafter fails to comply with such Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 20.3. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including without limitation attorneys' fees and court costs.

ARTICLE 21 GENERAL PROVISIONS

21.1 Binding Effect. All present and future Owners or occupants of Lots shall be subject to and shall comply with the provisions of this Declaration, and the Bylaws and rules and regulations of the Association, as they may be amended from time to time. They are hereby accepted and ratified by such Owner, and all such provisions shall be deemed and taken to be

covenants running with the land and shall bind any person having at the time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof.

21.2 Enforcement by Court Action. The Association, the Declarant, the ACC, the Association, or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

21.3 Enforcement by Self Help. The Declarant, the ACC, the Association, or the duly appointed agent of either, may enter upon any Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct a violation of the provisions of this Declaration. Provided, this provision shall not be construed as a permission to breach the peace.

21.4 Condition Precedent to Action. Prior to taking action either by court or by self-help, written notice shall be given to the offending Owner. Such notice shall specify the nature of the offense and shall also specify the action necessary to cure. Such action shall also provide a reasonable opportunity to cure which, except in the case of an emergency, shall not be less than fifteen (15) days.

21.5 Expenses of Action. The expenses of any corrective action or enforcement of this declaration, if not paid by the offending Owner within thirty (30) days after written notice and billing, may be filed as a lien upon such Lot, enforceable as other liens herein.

21.6 Owner Objection. Should an Owner object to the complaint of the Declarant, the Association or ACC in writing within fourteen (14) days after the complaint is made and, further, should the parties not agree on property maintenance or other matters complained of, the matter shall be submitted to mediation first. In the event mediation does not effect an agreement, parties shall next submit the matter to arbitration. The arbitration shall be binding upon the parties. If the parties cannot agree upon an arbitrator, each party shall choose one arbitrator and they, in turn, shall choose a third. The arbitration shall be conducted in accordance with the rules of arbitration under the laws of the State of Washington in existence at the time of any such arbitration.

21.7 Costs and Attorney's Fees. In the event of legal action, the prevailing party shall be entitled to recover actual costs and attorney fees. For the purposes of this declaration "legal action" shall include arbitration, lawsuit, trial, appeals, and any action, negotiations, demands, counseling or otherwise because of which the prevailing party has hired an attorney. It is the intent of this provision to reimburse the prevailing party for all reasonable attorney fees and actual costs incurred in defending or enforcing the provisions of this Declaration, or the Owner's rights hereunder.

21.8 Nonwaiver for Failure to Enforce. No delay or omission on the part of the Declarant or the Owners of other Lots in exercising any rights, power, or remedy provided in this Declaration shall be construed as a waiver or acquiescence in any breach of the covenants, conditions, reservations, or restrictions set forth in the Declaration. No action shall be brought or

maintained by anyone whatsoever against the Declarant for or on account of its failure to bring any action for any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions which may be unenforceable.

21.9 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

21.10 Interpretation. In interpreting this Declaration, the term "person" may include natural persons, partnerships, corporations, associations, and personal representatives. The singular may also include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires. This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the Project.

21.11 Conflicts. If there is a conflict between the terms of this Declaration and any other Governing Documents, this Declaration shall control.

21.12 Amendment by Court Action. The Association and/or any Owner shall have the right to seek amendment by way of a civil suit wherein the basis for the amendment is either (a) governmental requirements; or (b) manifest unfairness due to substantially changed circumstances beyond the control of the Owner seeking the amendment. In any such court action, the court may exercise its equitable powers to grant such relief as is deemed appropriate.

21.13 Term. This Declaration shall be effective for an initial term of thirty (30) years, and thereafter by automatic extension for successive periods of ten (10) years each, unless terminated, at the expiration of the initial term or any succeeding 10-year term by a termination agreement executed by the then Owners of not less than seventy-five percent (75%) of the Lots then subject to this Declaration. Any termination agreement must be in writing, approved by Owners eligible to vote, and must be recorded with the County Auditor.

{ Signature and Acknowledgement on Following Page }

EXHIBIT A

Legal Description

PARCELA:

That portion of the North 1/2 of the North 1/2 of the Southwest 1/4 of Section 15, Township 13 North, Range 18, E.W.M., lying Southerly and Easterly of the right of way of the Yakima Valley Canal Company.

AND

That portion of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 lying Easterly of the right of way of the Yakima Valley Canal Company and Northerly of a line beginning at a point on the East line of said Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4, 639.90 feet South of the Northeast corner thereof;
thence North 86°40'00" West 1,115 feet, more or less, to the Easterly right of way line of said canal;
EXCEPT that portion lying Northeasterly of the following described line:
Beginning at the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of said Southwest 1/4;
thence South 89°59'18" East along the South line thereof 658.19 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 15;
thence South 89°58'52" East along the South line of the North 1/2 of the North 1/2 of the Southeast 1/4 of said Section 15 a distance of 69.77 feet to the Westerly right of way of North 40th Avenue, said point being on a curve concave to the East having a radius of 1050.00 feet;
thence Northerly along said right of way, consuming a central angle of 00°09'48", an arc length 2.99 feet, said curve having a chord bearing of North 02°21'39" East to the point of beginning of said line;
thence North 89°58'52" West 304.46 feet to the point of curvature of a curve concave to the Northeast, said curve having a radius of 225.00 feet;
thence Northwesterly along said curve consuming a central angle of 64°37'09" an arc length of 253.76 feet;
thence North 25°21'42" West 466.72 feet to the point of curvature of an curve to the left having a radius of 150.00 feet;
thence Northwesterly along said curve consuming a central angle of 33°00'26" an arc length of 86.41 feet to the Yakima Valley Canal Company right of way and the terminus of said line.

Situated in Yakima County, State of Washington.

ASSESSOR'S PARCEL NO. 181315-31011

AREA CODE: 335

PARCEL B:

That portion of the Southwest 1/4 of Section 15, Township 13 North, Range 18, E.W.M., described as follows:
Beginning 659.9 feet South of the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 13 North Range 18, E.W.M.;

thence North 86°40' West, 1115 feet, more or less, to the Easterly right-of-way line of the Yakima Valley Canal;

thence Southeasterly, along said right-of-way line, to the East line of the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section;

thence North, 375 feet to the point of beginning;

EXCEPT beginning 659.9 feet South of the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 15, Township 13 North, Range 18, E.W.M.;

thence North 86°40' West, 214.40 feet;

thence South 00°00' East, 337.6 feet, more or less, to the Northeasterly right-of-way line of the Yakima Valley Canal;

thence Southeasterly, along said right-of-way line, to the East line of the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section;

thence North, 375 feet to the point of beginning.

Situated in Yakima County, State of Washington.

ASSESSOR'S PARCEL NO. 181315-34037

AREA CODE 335

EXHIBIT B

Phase 1

EXHIBIT B

Phase 1

Document on file with the
City of Yakima Planning Department

File #

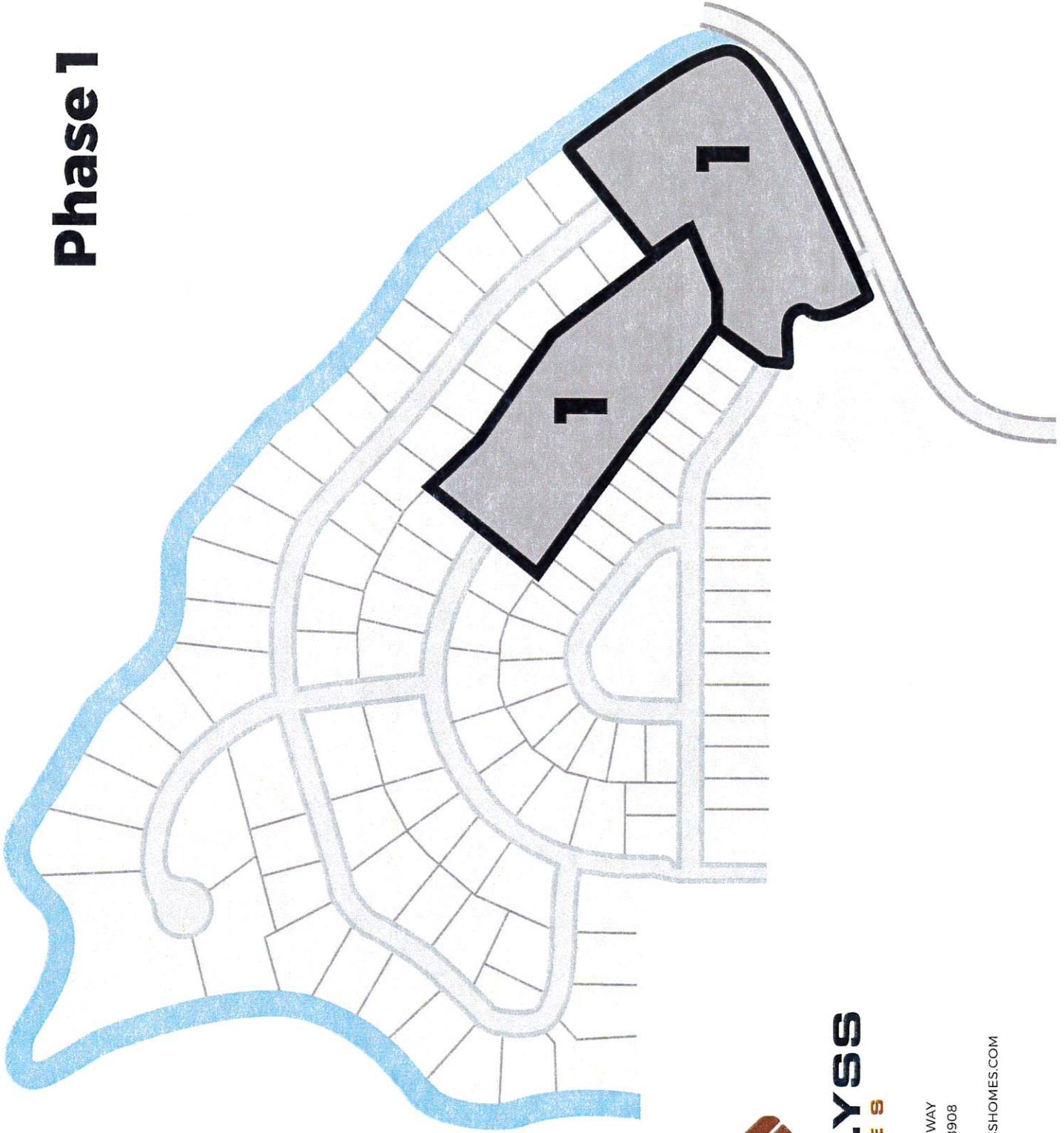
PD# 001-09

PD# 001-16

PLP# 001-16

June 7, 2016

Phase 1



CATALYSS
HOMES

4211 CATALYSS WAY
YAKIMA, WA 98908
509-969-6554
WWW.CATALYSSHOMES.COM

DESIGNATION OF EXHIBITS MAINTAINED OF RECORD
BY CITY OF YAKIMA

Addendum to Development Agreement Between
City of Yakima, Washington, and Catalyss, LLC
(Catalyss Planned Residential Development)

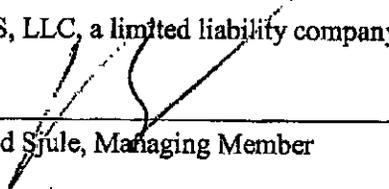
The City of Yakima, a municipal corporation, and Catalyss, LLC, have entered into a Development Agreement dated January 20, 2016, as approved pursuant to Resolution No. 2016-011 adopted by the Yakima City Council on January 19, 2016. This Development Agreement is filed for record with the Yakima County Auditor.

The Development Agreement and this addendum recorded with the Yakima County Auditor includes copies of Exhibits A, B, D and E, a City of Yakima Release and Waiver of Damages for Private Garbage Service with Exhibit A, Catalyss Infrastructure Phasing Plan with Exhibit A, and Declaration of Covenants, Conditions Restrictions and Easements with Exhibits A and B. However, because of the volume of documents contained in the above mentioned exhibits, the exhibits are filed and maintained for record in the office of the Planning Division of the City of Yakima Community Development Department at the address given below:

Planning Division
Community Development Department
City Hall, City of Yakima
129 North 2nd Street
Yakima, Washington 98901

A full and complete copy of the Development Agreement, and all amendments and addendums including copies of all incorporated Exhibits, are available for inspection or copying upon request to the Planning Division. Nothing in this Designation of Exhibits alters, amends or supersedes the content or provisions of the Development Agreement referenced above.

CATALYSS, LLC, a limited liability company

By: 
David Sjule, Managing Member

Date: June 7, 2016

CATALYSS INFASTRUCTURE PHASING PLAN

CATALYSS INFASTRUCTURE PHASING PLAN

EXHIBIT A

EXHIBIT A

CATALYSS INFRASTRUCTURE PHASING PLAN

Document on file with the
City of Yakima Planning Department

File #

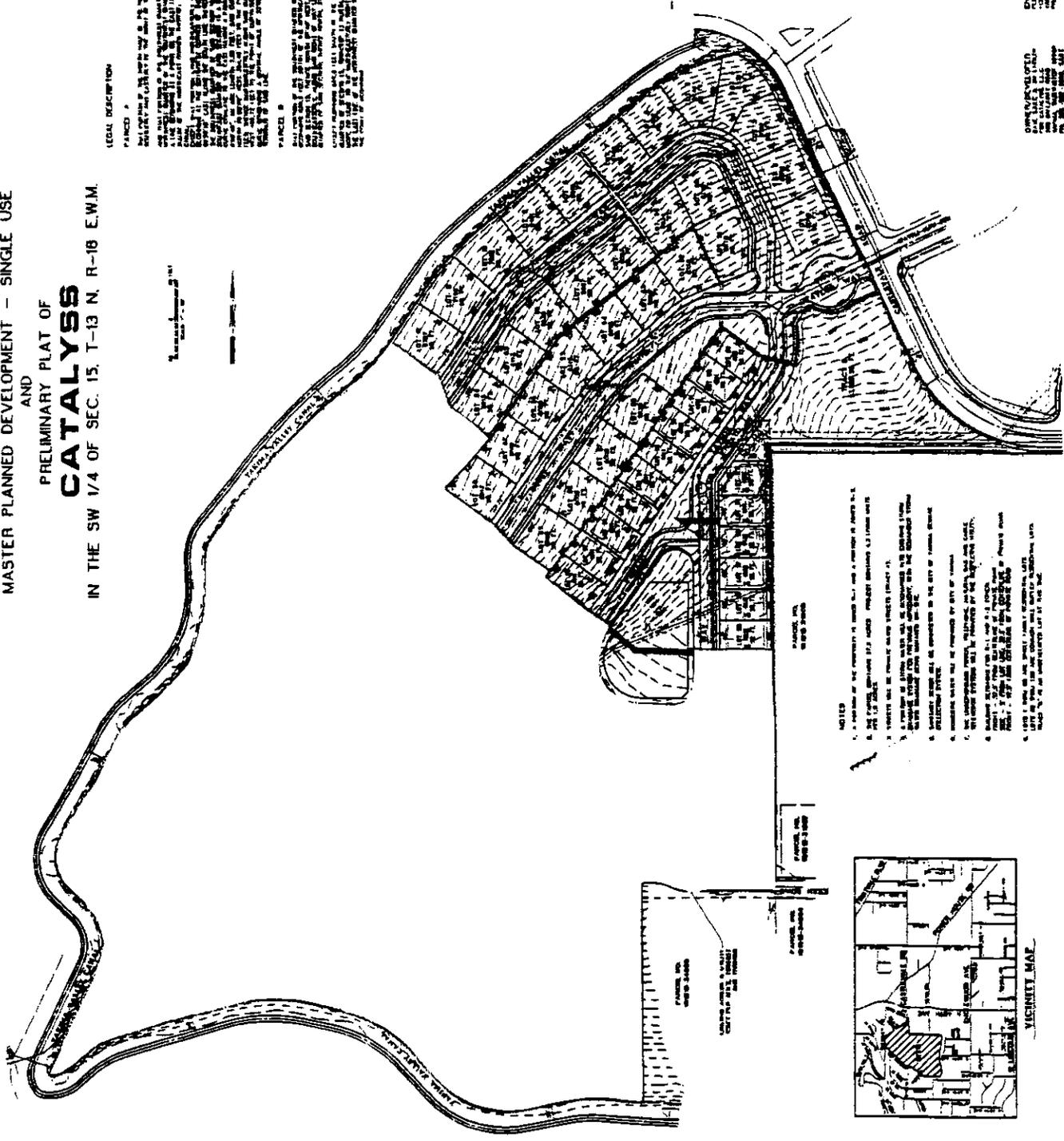
PD# 001-09

PD# 001-16

PLP# 001-16

June 7, 2016

MASTER PLANNED DEVELOPMENT - SINGLE USE
AND
PRELIMINARY PLAT OF
CATALYSS
IN THE SW 1/4 OF SEC. 15, T-13 N, R-18 E.W.M.

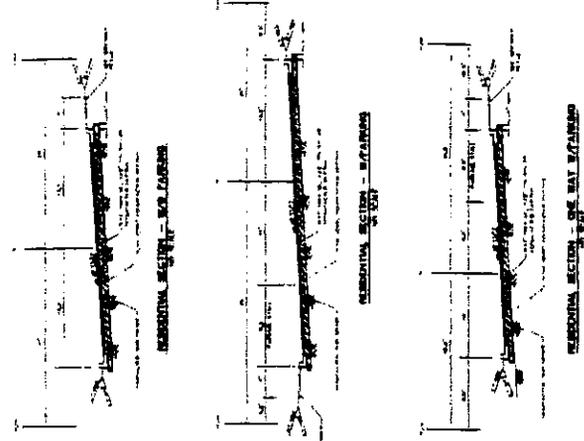


LEGAL DESCRIPTION

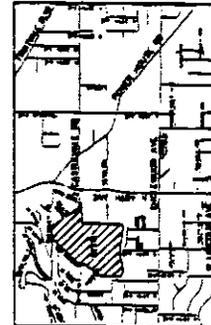
PARCEL 1
 The portion of the SW 1/4 of Sec. 15, T. 13 N., R. 18 E., W.M. containing approximately 100 acres, more or less, as shown on the attached map, and as more fully described in the legal description of the SW 1/4 of Sec. 15, T. 13 N., R. 18 E., W.M. as recorded in the public records of the County of ... State of ...

PARCEL 2
 The portion of the SW 1/4 of Sec. 15, T. 13 N., R. 18 E., W.M. containing approximately 100 acres, more or less, as shown on the attached map, and as more fully described in the legal description of the SW 1/4 of Sec. 15, T. 13 N., R. 18 E., W.M. as recorded in the public records of the County of ... State of ...

PARCEL 3
 The portion of the SW 1/4 of Sec. 15, T. 13 N., R. 18 E., W.M. containing approximately 100 acres, more or less, as shown on the attached map, and as more fully described in the legal description of the SW 1/4 of Sec. 15, T. 13 N., R. 18 E., W.M. as recorded in the public records of the County of ... State of ...



- NOTES**
1. The location of the property is shown on the map of Section 15, T. 13 N., R. 18 E., W.M. as recorded in the public records of the County of ... State of ...
 2. The proposed development is a single use residential development consisting of 100 lots.
 3. The lots are shown on the attached map and are numbered 1 through 100.
 4. The proposed development is shown on the attached map and is bounded by ...
 5. The proposed development is shown on the attached map and is bounded by ...
 6. The proposed development is shown on the attached map and is bounded by ...
 7. The proposed development is shown on the attached map and is bounded by ...
 8. The proposed development is shown on the attached map and is bounded by ...
 9. The proposed development is shown on the attached map and is bounded by ...
 10. The proposed development is shown on the attached map and is bounded by ...

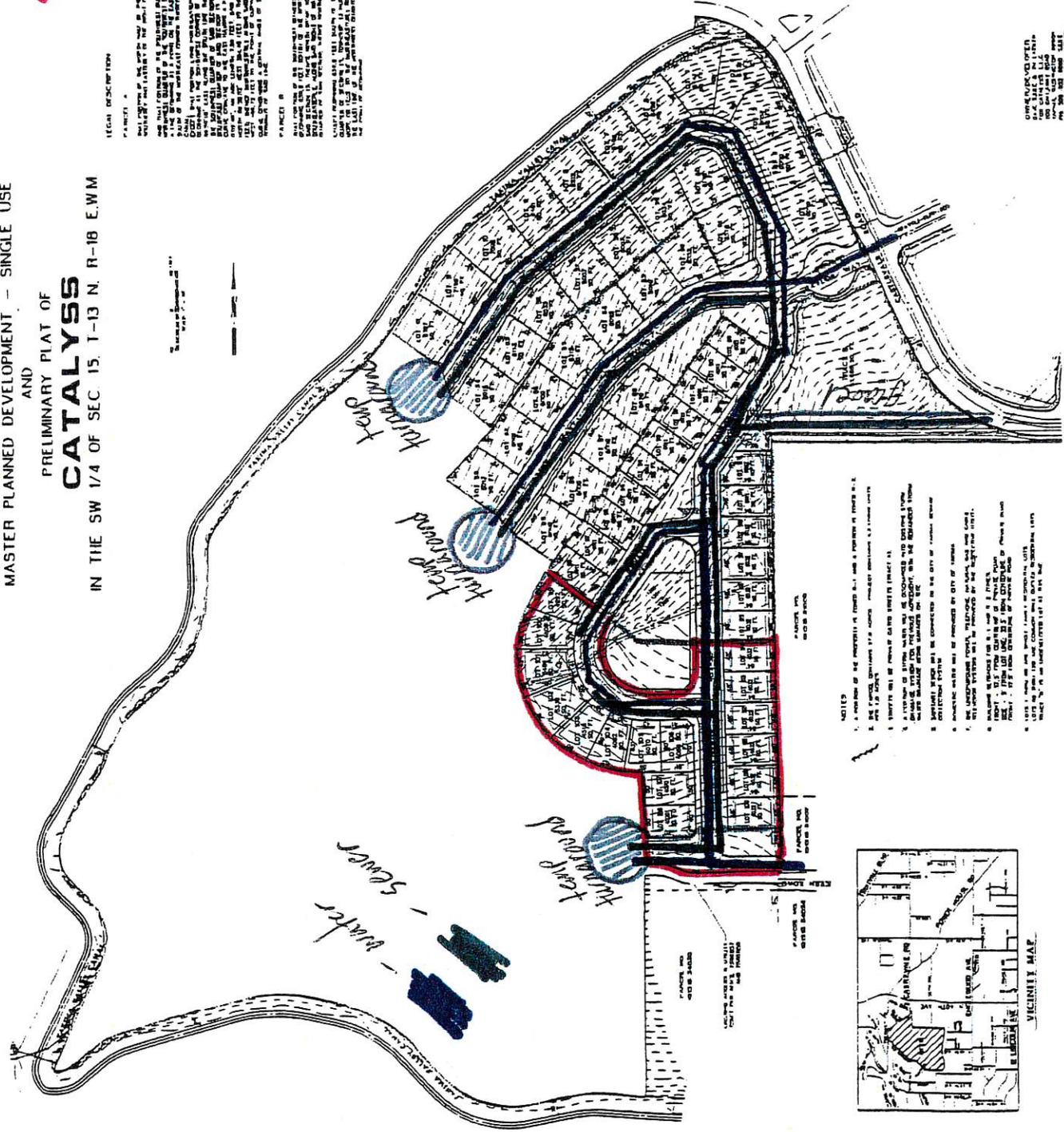


PLSA
 PLANNING & LAND SURVEYING
 1000 ...
 ...
 ...

DATE OF PRELIMINARY PLAT: ...
 DATE OF RECORDING: ...
 ...

phase 4

MASTER PLANNED DEVELOPMENT - SINGLE USE AND PRELIMINARY PLAT OF **CATALYSS** IN THE SW 1/4 OF SEC 15, T-13 N, R-18 E, W.M



LEGAL DESCRIPTION

PARCELS A

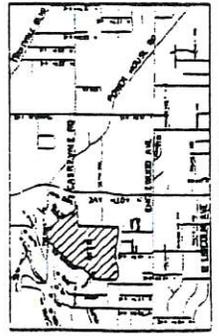
PARCELS B

PARCELS C

PARCELS D



- NOTES**
1. PORTIONS OF THE PROPERTY ARE ZONED R-1, AND A PORTION IS ZONED R-2.
 2. ALL UTILITIES ARE TO BE LOCATED AS SHOWN ON THIS PLAN.
 3. THE CITY OF CATALYSS HAS THE RIGHT TO TAKE EASES IN THE PROPERTY FOR THE PURPOSES OF THE PROJECT.
 4. THE CITY OF CATALYSS HAS THE RIGHT TO TAKE EASES IN THE PROPERTY FOR THE PURPOSES OF THE PROJECT.
 5. THE CITY OF CATALYSS HAS THE RIGHT TO TAKE EASES IN THE PROPERTY FOR THE PURPOSES OF THE PROJECT.
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 10. THE CITY OF CATALYSS HAS THE RIGHT TO TAKE EASES IN THE PROPERTY FOR THE PURPOSES OF THE PROJECT.

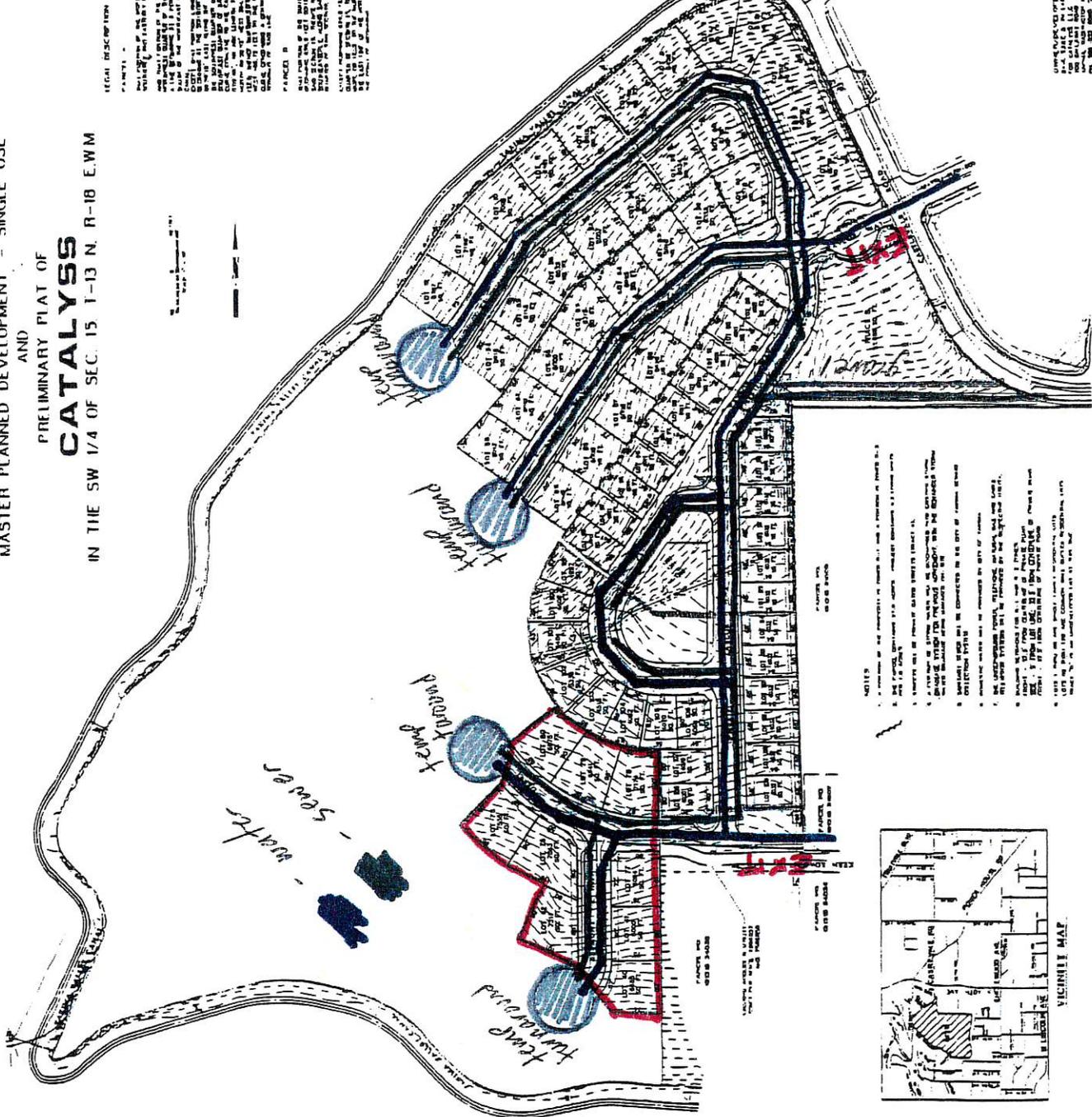


PLSA PLANNED LAND SERVICES ASSOCIATION
 1000 WEST 10TH AVENUE
 DENVER, COLORADO 80202
 PHONE: 303-733-1111
 FAX: 303-733-1112
 WWW: WWW.PLSA.COM

PLSA PLANNED LAND SERVICES ASSOCIATION
 1000 WEST 10TH AVENUE
 DENVER, COLORADO 80202
 PHONE: 303-733-1111
 FAX: 303-733-1112
 WWW: WWW.PLSA.COM

Phase 5

MASTER PLANNED DEVELOPMENT - SINGLE USE AND PRELIMINARY PLAN OF CATALYSS IN THE SW 1/4 OF SEC. 15 T-13 N. R-10 E. WM



LEGAL DESCRIPTION

THE SW 1/4 OF SEC. 15 T-13 N. R-10 E. WM, PLAT 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

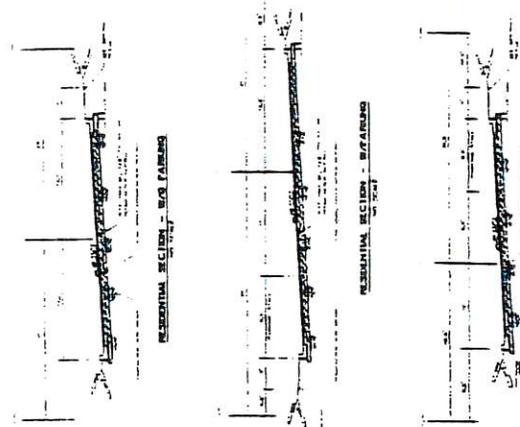
FINDER 100

RESIDENTIAL SECTION - WEST SIDE

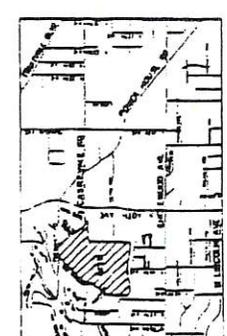
RESIDENTIAL SECTION - EAST SIDE

RESIDENTIAL SECTION - WEST SIDE

RESIDENTIAL SECTION - EAST SIDE



- 1. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE CITY OF CATALYSS, ILL.
- 2. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE STATE OF ILLINOIS.
- 3. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE FEDERAL GOVERNMENT.
- 4. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE LOCAL GOVERNMENT.
- 5. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE LOCAL GOVERNMENT.
- 6. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE LOCAL GOVERNMENT.
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- 9. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE LOCAL GOVERNMENT.
- 10. THE DEVELOPER HAS OBTAINED ALL NECESSARY PERMITS FROM THE LOCAL GOVERNMENT.



PLSA PLANNED DEVELOPMENT PLANNING AND ARCHITECTURE, INC.

174. SEC. 15, T. 13 N., R. 10 E., S.W. 1/4

DATE: 10/15/10

SCALE: 1" = 100'

PROJECT: CATALYSS, ILL.

ENGINEER: [Name]

ARCHITECT: [Name]

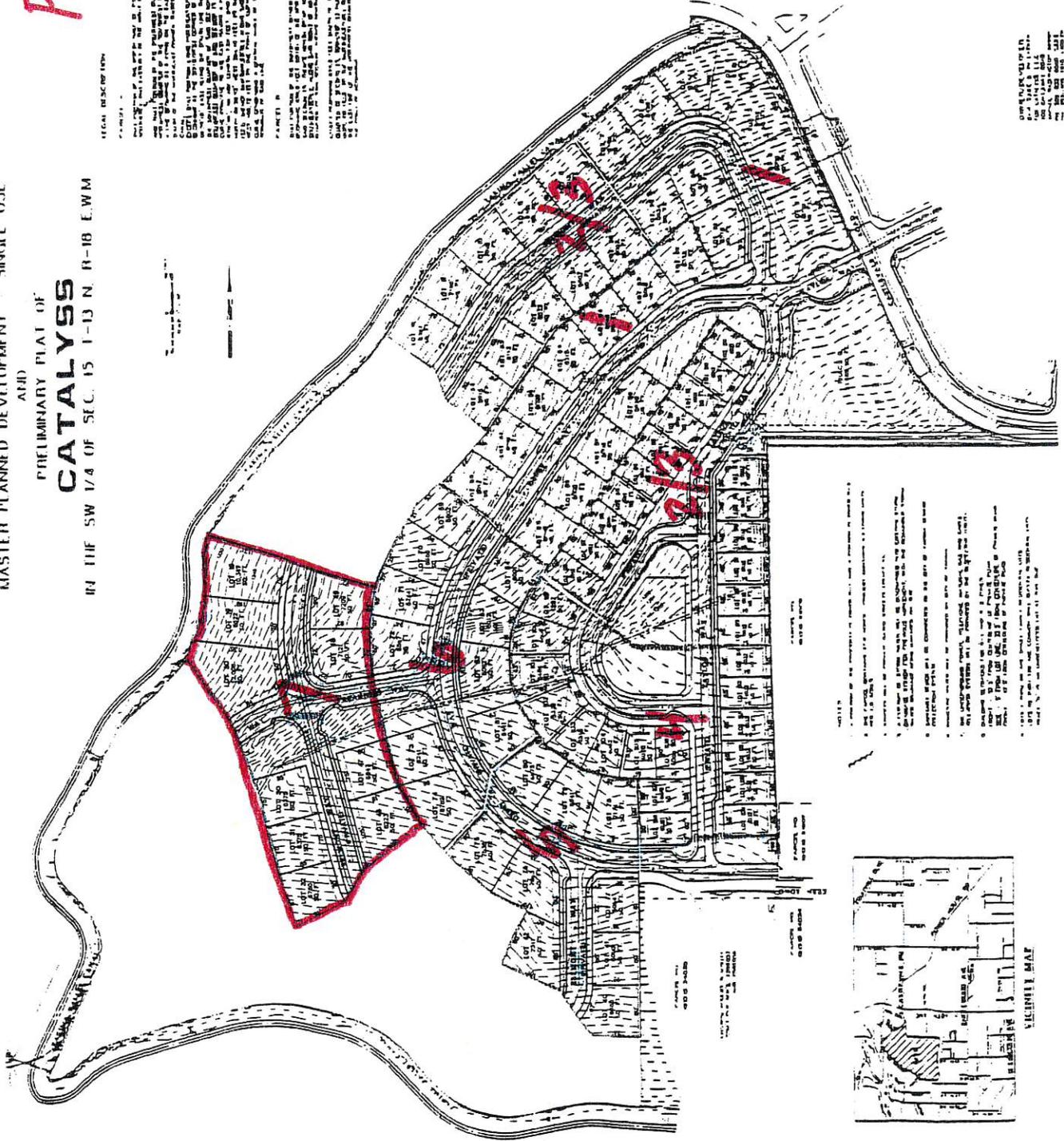
DATE: 10/15/10

SCALE: 1" = 100'

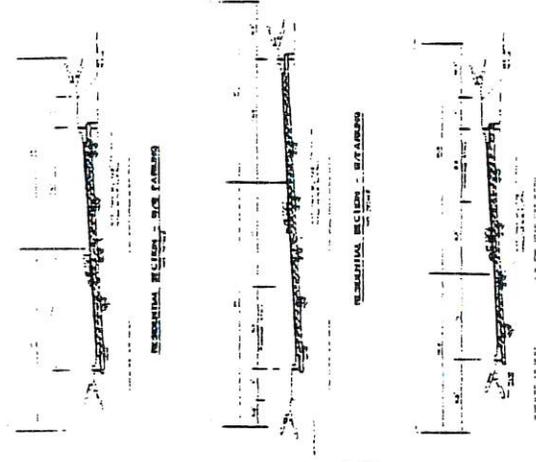
PROJECT: CATALYSS, ILL.

MASTER PLANNED DEVELOPMENT - SINGLE USE
 AND
 PRELIMINARY PLAT OF
CATALYSS
 IN THE SW 1/4 OF SEC. 15 T-13 N. R-18 E. W.M.

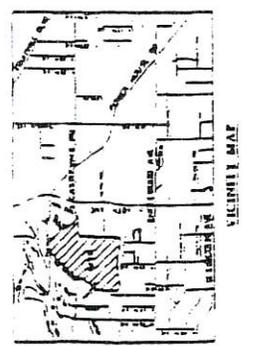
Phase 7



LEGAL DESCRIPTION
 PARCELS 1-10
 PARCELS 11-20
 PARCELS 21-30
 PARCELS 31-40
 PARCELS 41-50
 PARCELS 51-60
 PARCELS 61-70
 PARCELS 71-80
 PARCELS 81-90
 PARCELS 91-100



NOTES
 1. THE PLAT IS SUBJECT TO THE EXISTING SURVEY RECORDS AND RECORDS OF THE COUNTY RECORDS.
 2. THE PLAT IS SUBJECT TO THE EXISTING SURVEY RECORDS AND RECORDS OF THE COUNTY RECORDS.
 3. THE PLAT IS SUBJECT TO THE EXISTING SURVEY RECORDS AND RECORDS OF THE COUNTY RECORDS.
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 10. THE PLAT IS SUBJECT TO THE EXISTING SURVEY RECORDS AND RECORDS OF THE COUNTY RECORDS.

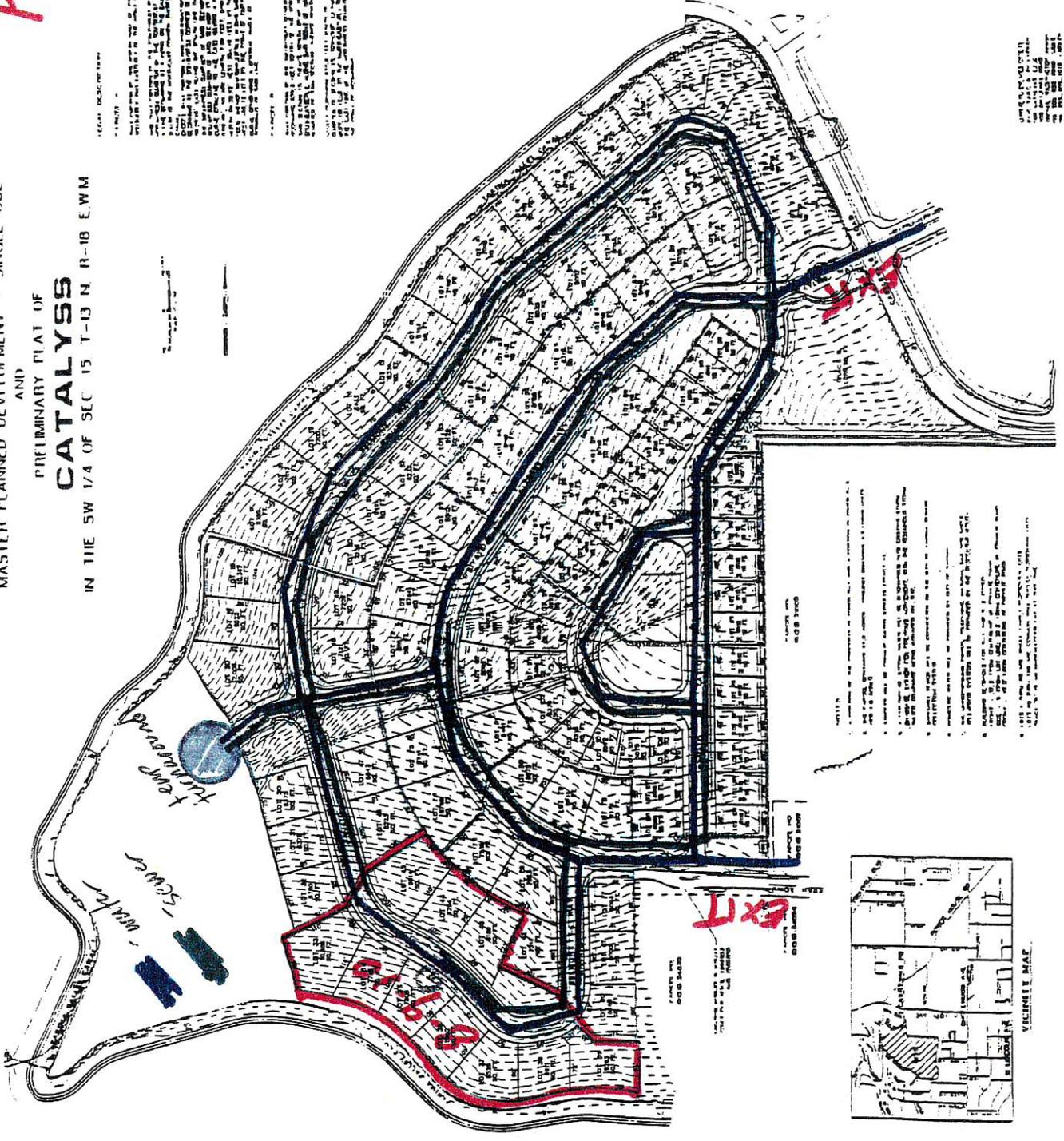


PLSA
 PROFESSIONAL LAND SURVEYOR
 STATE OF ILLINOIS
 No. 111111
 JAMES H. HARRIS
 1111 N. WASHINGTON ST.
 CHICAGO, ILL. 60610

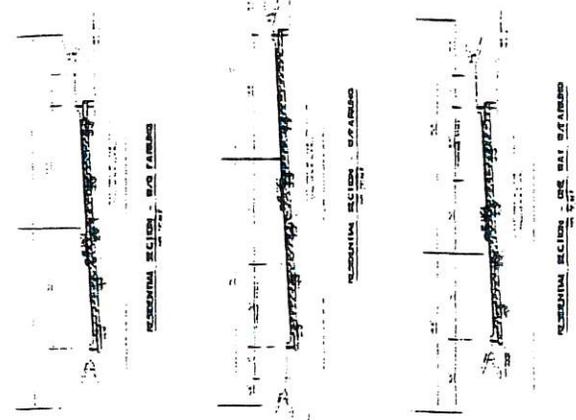
PREPARED BY
 JAMES H. HARRIS
 PROFESSIONAL LAND SURVEYOR
 No. 111111
 1111 N. WASHINGTON ST.
 CHICAGO, ILL. 60610

phase 8-9-10

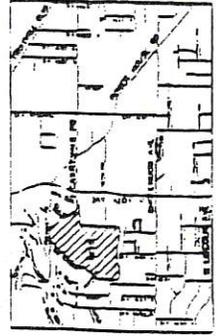
MASTER PLANNED DEVELOPMENT - SINGLE USE
AND
PRELIMINARY PLAT OF
CATALYSS
IN THE SW 1/4 OF SEC 15 T-13 N R-18 E WM



LEGEND
PROPERTY LINES
ROADS
UTILITIES
EASEMENTS
SETBACKS
ADDITIONAL NOTES



- 1. THIS PLAN IS THE PROPERTY OF PLSA AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF PLSA.
- 2. THIS PLAN IS SUBJECT TO ALL APPLICABLE ZONING ORDINANCES AND REGULATIONS.
- 3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- 4. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 5. THE DEVELOPER SHALL MAINTAIN ALL UTILITIES AND EASEMENTS AS SHOWN ON THIS PLAN.
- 6. THE DEVELOPER SHALL MAINTAIN ALL SETBACKS AND DISTANCES AS SHOWN ON THIS PLAN.
- 7. THE DEVELOPER SHALL MAINTAIN ALL RECORDS AND PLANS FOR THIS DEVELOPMENT.
- 8. THE DEVELOPER SHALL MAINTAIN ALL RECORDS AND PLANS FOR THIS DEVELOPMENT.
- 9. THE DEVELOPER SHALL MAINTAIN ALL RECORDS AND PLANS FOR THIS DEVELOPMENT.
- 10. THE DEVELOPER SHALL MAINTAIN ALL RECORDS AND PLANS FOR THIS DEVELOPMENT.



PLSA
PLANNING & LAND SERVICES
1000 WEST 10TH AVENUE
SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
WWW.PLSA.COM

Phase 8-9-10

MASTER PLANNED DEVELOPMENT - SINGLE USE
AND
PRELIMINARY PLAT OF
CATALYSS
IN THE SW 1/4 OF SEC 15 T-13 N R-18 E, WM

LEGEND

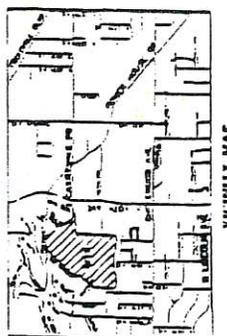
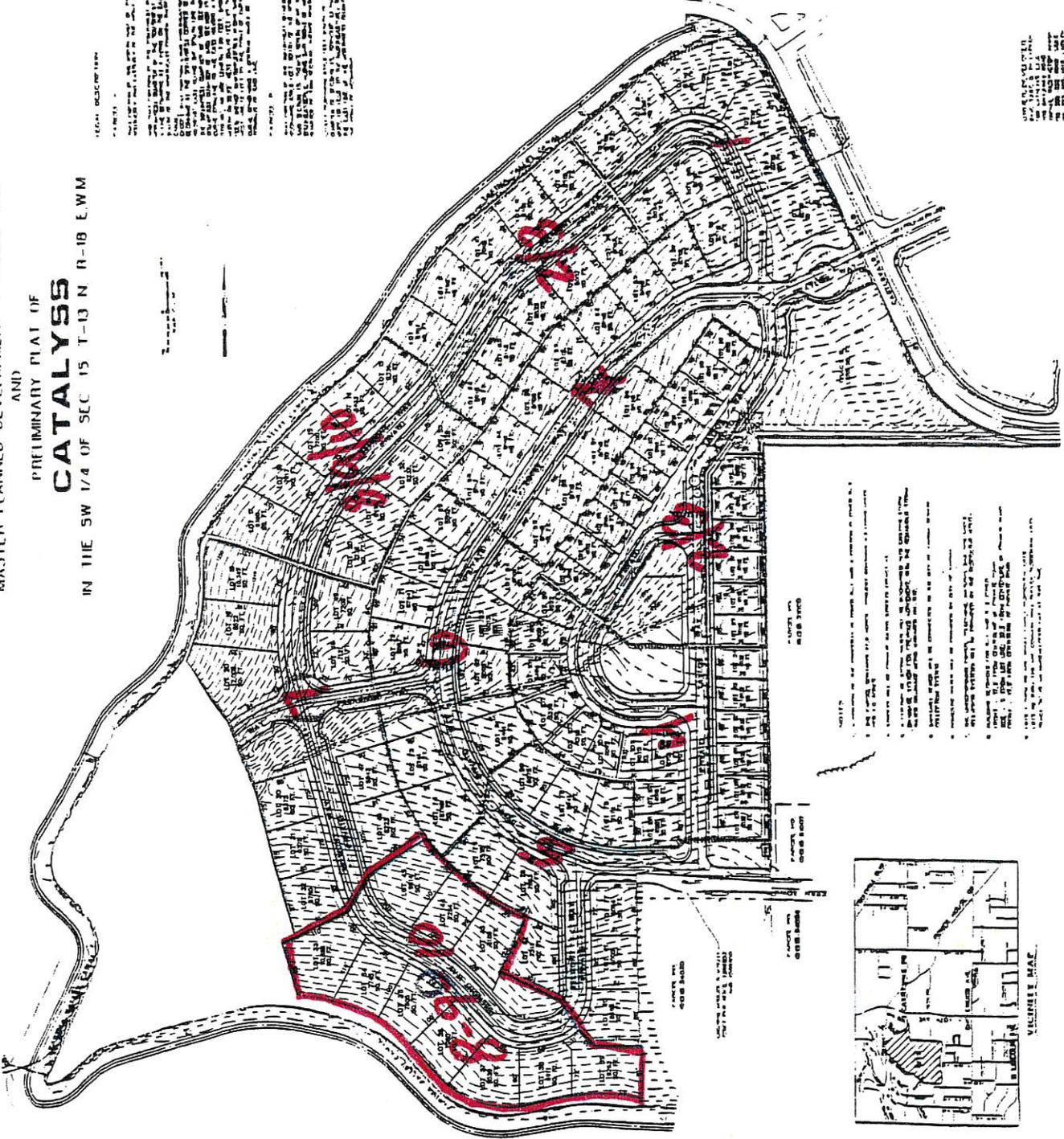
1. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE LOT LINE, UNLESS OTHERWISE SPECIFIED.

2. ALL DISTANCES ARE TO BE MEASURED IN FEET AND DECIMALS THEREOF.

3. ALL DISTANCES ARE TO BE MEASURED TO THE CENTERLINE OF THE ROAD OR TO THE CENTERLINE OF THE LOT LINE, UNLESS OTHERWISE SPECIFIED.

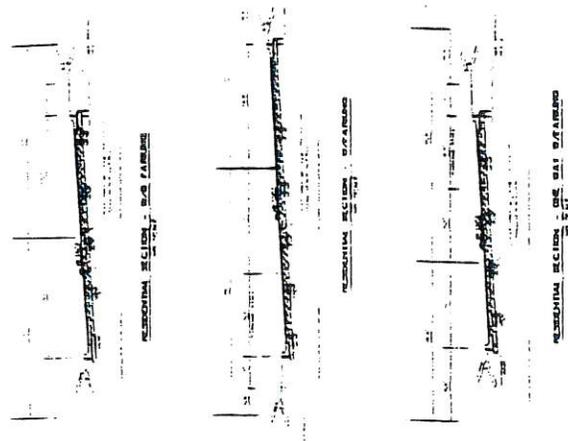
4. ALL DISTANCES ARE TO BE MEASURED TO THE CENTERLINE OF THE ROAD OR TO THE CENTERLINE OF THE LOT LINE, UNLESS OTHERWISE SPECIFIED.

5. ALL DISTANCES ARE TO BE MEASURED TO THE CENTERLINE OF THE ROAD OR TO THE CENTERLINE OF THE LOT LINE, UNLESS OTHERWISE SPECIFIED.



NOTES

1. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE LOT LINE, UNLESS OTHERWISE SPECIFIED.
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PLSA

PROFESSIONAL LAND SURVEYOR

STATE OF MISSISSIPPI

NO. 12345

DATE: 8-9-10

SCALE: AS SHOWN

APPROVED FOR THE STATE OF MISSISSIPPI

DATE: 8-9-10

BY: [Signature]

City of Yakima
Release and Waiver of Damages for Private Road Garbage Service

The undersigned Home Owner's Association or Property Owner (referred to as the "Undersigned") owns a private roadway (or portion of a private roadway) in the City of Yakima which does not meet the City's road standards and will not be accepted as a public road unless and until the City's road standards are met.

The Undersigned acknowledges that garbage service is mandatory in the City and that garbage trucks will need to obtain access over and through the private roadways adjacent to the Undersigned's property. Further, The Undersigned acknowledges that the garbage trucks may cause damage to streets, sidewalks and curbs that do not meet City road standards. In consideration for convenient curb-side garbage service on the private road, as shown in Exhibit "A" attached hereto, the Undersigned hereby

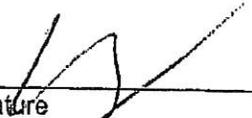
RELEASES THE CITY OF YAKIMA, AND ITS ELECTED OR APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY LIABILITY FOR INJURIES OR DAMAGES TO THE PRIVATE ROADWAY, CURBING, GUTTERS, SIDEWALKS OR OTHER ROAD STRUCTURE RELATED FACILITIES LOCATED WITHIN THE ROADWAY OR SIDEWALK RIGHTS-OF-WAY AS SHOWN ON THE PLAT OF THE PROPERTY, WHICH MAY RESULT FROM THE GARBAGE COLLECTION SERVICES OF THE CITY OF YAKIMA.

If the Home Owner's Association signs this form on behalf of the homeowners subject to the HOA's rules and regulations, it agrees to all of these terms on behalf of the homeowners subject to the HOA, now existing and those who subsequently become members, its agents, successors or assigns, and this Release of All Claims, Waiver of Liability, and Hold Harmless Agreement is binding on them.

If the Property Owner signs this form, he or she agrees to all of the terms on behalf of their spouse, heirs, executors, personal representatives, and assigns, and this Release of All Claims, Waiver of Liability, and Hold Harmless Agreement is binding on them.

I have read and understand the information in this Release and Waiver of Damages for Private Road Garbage Service.

Name of Home Owner's Association (if applicable): Catalyss HOA


Signature

Date: 6-3-2016

David Sjulic
Printed name

Position in HOA (if applicable)

Teresa Sjulo
Signature

Date: 02-3-2016

Teresa Sjulo
Printed name

Position in HOA (if applicable)

EXHIBIT A

Plat Map

EXHIBIT A

PLAT MAP

Document on file with the
City of Yakima Planning Department

File #

PD# 001-09

PD# 001-16

PLP# 001-16

June 7, 2016

MASTER PLANNED DEVELOPMENT - SINGLE USE
AND
PRELIMINARY PLAT OF
CATALYSS
IN THE SW 1/4 OF SEC. 15, T-13 N, R-18 E, W.M.

LEGAL DESCRIPTION

PARCEL A
 PARCEL B
 PARCEL C
 PARCEL D
 PARCEL E
 PARCEL F
 PARCEL G
 PARCEL H
 PARCEL I
 PARCEL J
 PARCEL K
 PARCEL L
 PARCEL M
 PARCEL N
 PARCEL O
 PARCEL P
 PARCEL Q
 PARCEL R
 PARCEL S
 PARCEL T
 PARCEL U
 PARCEL V
 PARCEL W
 PARCEL X
 PARCEL Y
 PARCEL Z

GENERAL NOTES

1. THE PROPERTY IS SHOWN AS A SINGLE UNIT AND IS SUBJECT TO THE PLANNED DEVELOPMENT ACT OF 1965.
 2. THE PROPERTY IS SHOWN AS A SINGLE UNIT AND IS SUBJECT TO THE PLANNED DEVELOPMENT ACT OF 1965.
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 9. THE PROPERTY IS SHOWN AS A SINGLE UNIT AND IS SUBJECT TO THE PLANNED DEVELOPMENT ACT OF 1965.
 10. THE PROPERTY IS SHOWN AS A SINGLE UNIT AND IS SUBJECT TO THE PLANNED DEVELOPMENT ACT OF 1965.

SECTIONAL SECTION - WEST

SECTIONAL SECTION - EAST

SECTIONAL SECTION - ONE WAY

SECTIONAL SECTION - TWO WAY

SECTIONAL SECTION - THREE WAY

SECTIONAL SECTION - FOUR WAY

SECTIONAL SECTION - FIVE WAY

SECTIONAL SECTION - SIX WAY

SECTIONAL SECTION - SEVEN WAY

SECTIONAL SECTION - EIGHT WAY

SECTIONAL SECTION - NINE WAY

SECTIONAL SECTION - TEN WAY

SECTIONAL SECTION - ELEVEN WAY

SECTIONAL SECTION - TWELVE WAY

SECTIONAL SECTION - THIRTEEN WAY

SECTIONAL SECTION - FOURTEEN WAY

SECTIONAL SECTION - FIFTEEN WAY

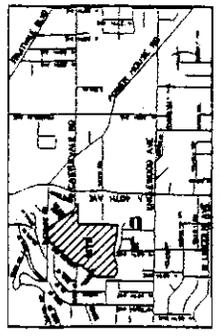
SECTIONAL SECTION - SIXTEEN WAY

SECTIONAL SECTION - SEVENTEEN WAY

SECTIONAL SECTION - EIGHTEEN WAY

SECTIONAL SECTION - NINETEEN WAY

SECTIONAL SECTION - TWENTY WAY



VICINITY MAP

- NOTES
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 19. THE PROPERTY IS SHOWN AS A SINGLE UNIT AND IS SUBJECT TO THE PLANNED DEVELOPMENT ACT OF 1965.
 20. THE PROPERTY IS SHOWN AS A SINGLE UNIT AND IS SUBJECT TO THE PLANNED DEVELOPMENT ACT OF 1965.

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DATE: 10/15/88
 SHEET NO. 1 OF 1