

**DECLARATION OF PROTECTIVE COVENANTS  
FOR THE PLATEAU AT RIVER RANCH**

**THIS DECLARATION** is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by **DEEP CREEK INVESTMENT PROPERTIES, INC.**, a Washington Limited Liability Company, owner of the real property herein described (the “Declarant”).

**WITNESSETH:**

**WHEREAS**, the property herein described is currently planned for private, residential lots; and

**WHEREAS**, it is the undersigned’s intention that said lots will be developed and sold subject to certain protective covenants, easements, conditions, restrictions, and reservations, as hereinafter set forth.

**NOW, THEREFORE**, the undersigned hereby declare that all the properties described below shall be held, sold, conveyed and developed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing the value and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties now having or hereafter acquiring any right, title or interest in the described properties or any part thereof and shall inure to the benefit of each owner thereof.

**SECTION ONE**

**Definitions**

A. **Association**. The association shall be The Plateau at River Ranch Homeowners Association, its successor or assigns, which will be a non-profit association under the laws of the State of Washington, created to own the road rights of way, the irrigation system and any other commonly property within the Development and to manage the affairs of the homeowners within the Association.

B. **Owner**. The term “Owner(s)” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or portion of said plat, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

C. **Developer or Declarant**. The term “Developer” or “Declarant” shall mean and refer to Deep Creek Investment Properties, Inc., its successors or assigns.

D. Development. “Development” shall mean the property which is included within Franklin County, Washington as described in Section Two.

E. Common Properties. Common properties are the properties owned by the Association for the common use and enjoyment of the members of the Association, including but not limited to the water delivery system installed in the easements and otherwise for common usage on the Property.

F. Lot(s). A lot is any plot of land shown upon any recorded subdivision map of the Property with the exception of the common properties.

G. Member. Every person or entity that holds membership in the Association as provided in Section Three.

H. Development Period. The Development Period shall be the time from the date these Covenants are recorded until seventy per cent (70%) of the Lots in the Development have been sold.

I. Plat. “Plat” shall mean the final plat of The Plateau At River Ranch, and any subsequent final plat phases of The Plateau At River Ranch as may be recorded platting any portion of the Property.

J. Governing Documents. “Governing Documents” shall mean this Declaration, the Articles, the Bylaws of the Association, including any amendments to the foregoing, as well as any Rules and Regulations, architectural standards or guidelines, and such other documents as are lawfully adopted by the Board, the ACC, or the Owners.

K. Property. “Property” shall initially mean the real property described and/or depicted in Exhibit A, subjected to the terms of the Declaration and all improvements now or hereafter placed on the thereon by amendments recorded by the Declarant.

L. Declaration. “Declaration” shall mean this Declaration of Protective Covenants for The Plateau At River Ranch, as it may from time to time be amended.

M. Person. “Person” shall mean a natural person, corporation, partnership, association trustee, limited liability company, or other legal entity.

## SECTION TWO

### Real Property

The real property which is and shall be held, transferred, sold, conveyed and occupied

subject to this declaration is located in the County of Franklin, State of Washington, and legally described as follows: See Exhibit A which is attached hereto and incorporated herein by this reference. All Owners have been advised that their Lot lies in close proximity to a farm and that the operation of a farm involves usual and customary agricultural practices, which are protected under RCW [7.48.305](#), the Washington right to farm act."

### SECTION THREE

#### HOMEOWNERS ASSOCIATION

A. Creation of Homeowners Association. There shall be created a Homeowners Association which shall be responsible for management of all of the commonly owned property, commonly managed property, maintenance and operation of the common irrigation property, reviewing the plans for all proposed new construction, additions, or modifications and performing all other functions related to the proper management of the development.

B. Members. During the Development Period, the sole member of the Association shall be the Developer. After the Development Period, every person or entity who is the contract purchaser or record owner of a fee interest in any lot or lots which are subject to these Covenants shall be a member of the Association. This shall not include any person or entity that holds an interest in any lot as security for the performance or payment of any obligation. Membership is appurtenant to the ownership of the lot and may not be separated from the lot. Upon transfer of the fee title to the property or upon execution and delivery of a real estate contract for the sale of the property, or the assignment of the purchaser's interest in a contract for the sale of a lot, the membership in the Association shall be deemed to be transferred to the grantee, contract purchaser or contract assignee. The ownership of or a contract purchasers' interest in a lot shall be the sole qualification for membership.

C. Voting Rights. The voting members of the Association shall be all those owners defined in Section Three B. Members shall be entitled to one vote per each lot owned in the Development. In the event the lot is owned by more than one person or entity, the owners shall designate which owner is entitled to cast the vote for the lot.

D. By-laws. The Association shall adopt By-laws, which are not inconsistent with these covenants, to regulate the affairs of the Association.

E. Building and Design Committee. The Association shall establish a Building and Design Committee. Such committee shall be responsible to ascertain that the plans and subsequent construction meet the building requirements set forth in this declaration. The primary purpose of such committee shall be to assist property owners in achieving compliance with such building restrictions and the overall intent of the Development.

F. Composition of Building and Design Committee. The Building and Design Committee shall consist of at least three (3) members of the Association; provided, however, the Building and Design Committee shall be composed solely of the Developer above named until at least 70% of the lots have been sold. Thereafter, membership of the said committee shall be determined the Board of Directors of the Association.

G. Submission of Plans. Any property owner seeking to construct a new home or other appurtenant structure, or to add to or modify any portion of the exterior of an existing home or structure, shall submit the plans to the Building and Design Committee for review prior to commencing construction.

H. Approval of Plans. No new construction, change, modification, or alteration for which plans are to be submitted to the Building and Design Committee pursuant to Paragraph G., above, shall commence until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Building and Design Committee. Approval will be based upon factors set forth in Section IV below, but is not limited to those considerations so long as the Committee acts reasonably, uniformly and consistently in its approval or disapproval. In the event the Building and Design Committee fails to approve or disapprove such design and location plan within sixty (60) days after such plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the Declaration will be deemed to have occurred.

I. Liability of Committee and Homeowner for Compliance. Notwithstanding the foregoing provisions, neither the Association, the Building and Design Committee or the Developer shall have an affirmative obligation to ascertain that all elements of the design comply with the restrictions contained in this Declaration, and no member of the Association, the Building and Design Committee or the Developer shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of such committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the Developer, the Association, the Building and Design Committee and each of its members on account of any activities of the Building and Design Committee relating to such owner's property or buildings to be constructed on his or her property.

J. Management of the Association.

1 Board of Directors. The affairs of the Association shall be governed by the Board. The initial Board shall be as described in the Articles and shall serve until the expiration of the Development Period. Upon termination of the Development Period, the Board shall be elected among the Owners, in accordance with terms and provisions of the By-

laws.

2      Authority of the Board. Subject to the rights reserved by the Declarant, the Board, on behalf of and acting for the Association, shall have all powers and authority permitted to the Board under this Declaration and the By-laws, including but not limited to:

2.1      Taxes and Assessments. The Board shall pay all real and personal property taxes and assessments levied against any property owned by the Association.

2.2      Reserve Account. The Board shall establish and fund a reserve account with a reputable banking institution authorized to do business in the State of Washington. The reserve account shall be dedicated to the costs of repair, replacement, maintenance, and improvement of the property of the Association.

2.3      Books and Records. The Board shall keep completed, detailed, and accurate books and records of the receipts and expenditures of the Association. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Owners and their agents during normal business hours and at any other reasonable time or times. At least annually, the Board shall reconcile the accounts and prepare, or cause to be prepared, a financial statement of the Association. If the annual assessments are fifty thousand dollars (\$50,000) or more, the Association's financial statements shall be audited at least annually by an independent certified public accountant.

2.4      Services. The Board shall obtain the services of persons or firms as required to properly manage the affairs of the Association, including legal and accounting services and property management services. The Board may delegate such powers and duties to the managing agent as it deems to be appropriate and necessary, except that only the Board can adopt a regular or special budget. Any contract with a managing agent shall have a term no longer than one (1) year but may be renewed by agreement of the parties for successive one (1) year periods and shall be terminated by the Association or the Board without payment of a termination fee, with or without cause, upon thirty (30) days written notice.

2.5      Insurance. The Board shall obtain insurance as set forth in this Declaration.

2.6      Rules and Regulations. The Board has the authority to adopt, amend, and enforce Rules and Regulations governing the use of the Property and any other matter within the Association's authority. The Rules and Regulations shall become effective thirty (30) days after adoption, elimination, or amendment and shall be mailed to all Owners within fourteen (14) days after such action. A copy of the Rules and Regulations shall be

available for inspection to all Owners.

2.7 Enforcement of the Declaration. The Board shall have the power to enforce the provisions of this Declaration against all Owners. The Board shall have the authority to establish and levy fines for failure to comply with the provisions in this Declaration. An Owner's failure to comply with the provisions of this Declaration shall give rise to a cause of action in the Board for recovery of damages, or injunctive relief, or both.

K. Associations Budget and Assessments.

1 Preparation of Budget. The Board shall prepare, or cause to be prepared, an annual budget for the Association as set forth in the Bylaws.

2 Notice of Annual Budget. The Board shall send the Owners a copy of the operating budget and notice of the general assessment, including all information required under RCW 64.90.525 within thirty (30) days after the adoption of the budget. The Owners shall ratify the budget in the manner provided for in the Bylaws. The budget and general assessment shall be adopted unless a majority of all Owners vote to reject the budget. If the budget is rejected, the budget last ratified by the Owners shall continue to be in effect until the Owners ratify a subsequent budget.

3 Authority to Levy and Collect Assessments. The Board on behalf of the Association shall have the authority to levy on each Owner assessments necessary to pay for the management and administrative expenses of the Association, maintenance and operational expenses, including the sum of all taxes and assessments levied against, and the cost of insurance, charges for any services furnished to the Association as provided for in the budget. In the event that the Association incurs any expenses related to the misconduct or gross negligence on the part of the Owner or the Owner's tenant, guest, invitee, or occupant, the Board may assess those expenses against the Owner after notice and an opportunity to be heard, even if the Association maintains insurance with respect to such damage or common expense.

4 Covenant to Payment Assessments. Each Owner covenants and agrees, whether or not expressed in any deed or conveyance, to pay when due all assessments levied by the Association as provided herein. If an Owner owns multiple Lots, the Owner shall pay an assessment for each such Lot owned.

5 Working Capital Contribution. Upon closing of the sale of a Lot from the Declarant to any Person, an initial amount of \$250.00 shall be paid by such Person to the Association at Closing and be used as a working capital contribution to the Association.

6 General Assessment. The Board shall determine and levy on every Owner a

general assessment of an amount equal to the Association's budget divided by the sum of the Lots on the Property. The general assessment shall be prorated for any partial year at the time of purchase of the Lot. Installments of the general assessment may be collected on a monthly, quarterly, semi-annual, or annual basis. The general assessment shall not be increased by more than fifteen percent (15%) without the approval of a majority of the Members voting at a meeting duly called for such purpose.

7        Special Assessments. In addition to the general assessments authorized by this Declaration, the Board may levy, at any time, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any equipment or property, provided that such assessment shall be approved by a majority of all Owners at a special meeting duly called for such purpose.

8        Commencement of Assessments. Liability of an Owner for assessments shall commence on the first (1st) day of the calendar month following the date upon which any instrument of transfer to the Owner becomes effective. The due dates for any special assessments shall be fixed by the Board.

9        Certificate of Assessment. Upon the request of any Person, the Board shall furnish a written certificate stating whether the assessments, liens, or other charges against a Lot have been paid, or the amount due and owing. Such certificate shall be conclusive evidence against the Association as to the amount of any assessments, liens, or other charges stated to have been paid.

10       No Avoidance of Assessments. No Owner may avoid or escape liability for any assessments provided for in this Article by abandoning the Lot.

#### L. Lien and Collection.

1        Liens to Secure Payment. All unpaid amounts assessed by the Board for the share of common expenses chargeable to any Lot and any amounts specially assessed to any Lot shall constitute a lien on that Lot for the time such assessment becomes due and shall continue until fully paid. In addition to constituting a lien on the Lot, all amounts assessed by the Board chargeable to any Lot along with interest, late fees, costs and attorney's fees in the event of delinquency, shall be the joint and several obligation of the Owner and successive Owner. Suit to recover personal judgment for any delinquent assessments shall be maintained without foreclosing or waiving the liens securing them.

2        Priority. Liens for delinquent assessments and charges shall have priority over all other liens against the Lot except for any liens recorded before the recording of this Declaration, all tax liens and other assessments against the Lot, and except as provided for in

RCW 64.90.485(3)(a), any security interests on the Lot recorded prior to the due date of the delinquent assessment.

3        Collection Actions. If any assessments are not paid in full within three (3) months, the Board may commence an action to foreclose a lien on a Lot within six (6) years after the full amount of the delinquent assessments becomes due. The Board acting on behalf of the Association may foreclose the lien for delinquent assessments either judicially or nonjudicially as allowed under RCW 64.90.485(13)(a)-(b).

4        Late Fees and Interest. The Board may from time to time establish late charges and a rate of interest to be charged on assessments delinquent for a period of time. If such period of time is more than ten (10) days past due, a late charge of five percent (5%) per annum of the amount overdue shall be charged. If any assessment is not paid within thirty (30) days after the due date, the assessment shall then bear interest from said date at twelve (12%) interest per annum.

M. Insurance, Condemnation and Indemnification.

1        Insurance. The Association shall obtain and maintain, in its own name, at all times as a common expense the following policies of insurance from reputable companies licensed to do business in the State of Washington:

1.1      Property Insurance. Insurance for the full insurable replacement value of all improvements, equipment, and fixtures that the Association owns.

1.2      Commercial General Liability Insurance. Commercial general liability insurance in an amount determined by the Association, insuring the Association, the Declarant during the Development Period, and any managing agent against liability to the public or to the Owners and their guests, invitees, or tenants.

1.3      Fidelity Insurance. Full coverage for directors' and officers' liability insurance.

1.4      Other Insurance. Such other insurance, to the extent necessary to comply with all applicable laws and as the Board shall deem necessary to perform the Association's functions or to insure the Association against any loss resulting from malfeasance or dishonest conduct of any Person charged with the possession of any funds or other property of the Association.

1.5      Adjustment of Limits. In its discretion, the Board may adjust any minimum insurance limits to reflect the impact of inflation or other changed conditions on the value of the particular coverage.

DECLARATION OF PROTECTIVE COVENANTS - 8

August 8, 2025



2. Indemnification. The Association shall indemnify and defend against all expenses and liabilities any director or officer of the Board who was or is a party or threatened to be made a party to any civil, criminal, administrative, or investigative action, suit, or proceeding. The Association shall not indemnify or defend any director or officer of the Board who is alleged to have committed an intentional tort or fraudulent act in the performance of his or her duties. The Board may indemnify any other Person who the Association has the power to indemnify under the law.

## SECTION FOUR

### BUILDING AND USE RESTRICTIONS

A. Building Restrictions. No building, except a single-family residential building, together with such other accessory buildings as may be permitted by local land use or ordinance, shall be permitted. Such accessory buildings shall not be used for, or in connection with, multi-family living, and each building site shall be used for no more than one family. No manufacturing or commercial activities shall be permitted on any lot. The rental or lease of any Lot or any portion of any Lot or any structure thereon is prohibited. All dwellings must be approved by the committee prior to the start of construction. All accessory buildings shall only be constructed simultaneously with or subsequent to the construction of the residential building.

B. New Construction. No dwelling, barn, shed or any other building of any kind which has been earlier constructed at another location shall be moved to or erected upon any portion of the Property.

C. Setback Restrictions. No dwelling or structure can be located in violation of the View Easement recorded under Auditor's File #\_\_\_\_\_. This Development is designed to enhance and not to detract from any Lot's view. Owners agree to act in good faith and to take reasonable actions not to block the view of any neighboring Lot with their dwelling, structures or landscaping. Additionally, it is intended to benefit the owner(s) of adjacent properties as described in the View Easement and to protect their westerly views and panoramic views. No dwelling or structure can be located more than 130ft of setback from the center of road including the utility easement on Lots 1, 2 and 3 of the Development and abutting the Columbia River or with views of the Columbia River.

D. Dwelling and Height Restrictions. No dwelling or structure shall exceed two stories in height, with a maximum roof height limit of 26 feet from the finished floor. The finished floor is considered to be no more than 1 foot above highest grade of the property, excluding a basement. All dwellings must have a minimum roof pitch of 1x12. Residences shall have the following minimum living areas:

DECLARATION OF PROTECTIVE COVENANTS - 9

August 8, 2025

Single story residences without a basement shall contain a minimum of 2000 square feet of living space. Any single-story house with a basement shall be considered a single story house and the main floor shall contain a minimum of 2000 square feet of living space.

A two-story house or a single story house with a basement shall contain at least 2800 square feet of living space. Any two-story house in which the second story exceeds the first story in square footage must have a three car garage at a minimum. Living space shall not include porches, garages, patios, breezeways or other exterior areas.

E. Residence Restrictions. No basement, tent, shack, barn or other outbuilding erected or placed on the Property shall at any time be used as a residence either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

F. Construction Standards.

1. Prior to construction of a residence the Owner must maintain their lot including mowing all vegetation at least twice per year. Construction on any residence shall be completed as to external appearance within a reasonable time from the commencement of construction. During construction the builder must maintain suitable refuse and scrap containers that preclude construction and other trash from leaving the building site. Construction sites must be kept in a clean and orderly condition at all times. Lots must be mowed twice per year during construction. Failure to properly maintain a Lot prior to or during construction may cause construction activity to be halted by Developer and assessment of a lien on the lot until necessary corrections are made or for costs paid by the Association or the Developer to bring the Lot into compliance.

2. No T-111 or similar vertical siding is allowed. This prohibition applies to any sheet or panel type siding and any product that features particle or fiber board construction. However, Hardie Plank (fiber-cement) will be permitted. No single wall construction is permitted. Exteriors colors of all residences and outbuildings shall be earth tones or as accepted by the Building and Design Committee prior to construction and no bright or obnoxious colors shall be approved.

3. Roofing material shall be either 1) 40-year architectural shingles or better, 2) cement or ceramic tile roofing, or 3) NRM-2000 Mechanically Seamed Panels. Exterior colors for shingle or tile roofing shall be earth tones or black. Metal Panel roofing shall be Old Town Grey. No bright or obnoxious colors shall be approved.

4. No mobile homes or manufactured homes shall be permitted.

5. Outbuildings shall not have a sheltered area greater than the living space of

the main floor of the residence. Outbuildings must be behind the front setback line of the residence and shall be set away from residence at least forty feet. Garages shall not be larger than necessary to park four cars and shall match the design and architecture of the residence. Barns and/or shops are allowed if lawful pursuant to the applicable zoning and land use laws and building code in effect at time of construction. No barn or shop shall be used for residential purposes at any time. The size of shops and/or barns and their location on the Lot shall be subject to prior written approval of the Building and Design Committee subject to the criteria set forth in Section Three (H). **However**, no outbuildings shall be located on Lots 1, 2 and 3 of the Development.

6. Recreational vehicle parking is permitted on a Lot. Recreational vehicles must be parked behind the front set back line of the residence and must be screened from view from the road by acceptable fencing or other screening. However, such shall not be allowed if it blocks or restricts the view of Lots 1, 2 and 3 of the Development.

7. Any and all fences on all lots shall be either wrought iron with a black finish or chain link with a black powder finish. No fence shall contain or incorporate any type of vision or view impairing slats or similar material. The Building and Design Committee shall establish a uniform type, style and quality of fence to be installed by each Owner. No wood or other cyclone fences will be allowed and no fence will be allowed that will affect or block the view of any neighboring Lot.

**However**, Lots 1, 2 and 3 of the Development shall install and maintain fencing to the following specification:

- a) A five-foot wrought iron fence with sixteen-inch block fencing base along the rear of the property;
- b) A five-foot wrought iron fence with sixteen-inch block fencing base along the side of the property for approximately thirty feet, or to the back edge of the home, from the back of the property to the top of the slope; and
- c) Five-foot block fencing transition pillars along the sides of the property

Wrought iron fences shall be Ameristar Fence Montage Plus- "Majestic" style, black powder coated 3-rail or matching design approved by the Owners. Attached as Exhibit B is a depiction of fences allowed.

8. Lots will be kept free of weeds and illegal or noxious plants. Areas which are not used for buildings shall be landscaped or shall be kept in pasture, and shall be properly irrigated at all times. This maintenance requirement extends to the edge of pavement of any road abutting upon a lot or to the gravel margin of said road if the road is unpaved.

9. All utilities on the lot shall be installed underground. Sewage disposal

facilities for residences shall meet the requirements of Franklin County and the Benton Franklin Public Health District.

10. All security or landscape lighting shall be shielded to preclude dispersion of light to the sides and vertically upward from the fixture. No outside light fixture shall be more than twelve feet off the ground.

G. Landscaping. Landscaping in front of the residence shall be complete within one year from the date the building authority issues an occupancy permit for the residence. No poplar or cottonwood trees shall be allowed on the lot. Wind break trees or shrubs shall not exceed 20 feet in height in the front portion of the homes. Wind breaks shall not be planted more than 60 feet from a residence. Windbreaks shall not unreasonably interfere with the view for neighbors. No trees or shrubs shall be allowed on any irrigation easement. If there are any violations of this provision the Owners can perform this work or bring the property into compliance and all costs shall become a lien against the property. No Landscaping can be planted in violation of the View Easement recorded under Auditor's File #1972544.

H. Egress. Driveways and Parking Strips. All driveways and parking bays shall be constructed of virgin asphalt, concrete, concrete aggregate, or brick, unless written approval for the use of some other material is given by the Owners.

I. Additional Setbacks. All buildings or structures, other than fences, shall be set back at least thirty feet from the edge of any street or road easement and shall be setback at least twelve (12) feet from any other exterior boundary.

J. Livestock. No livestock husbandry or pasturage of any kind shall be permitted on Lots 1, 2 and 3 of the Development. This includes horses, cattle, swine, sheep, llamas, goats, poultry and other types of livestock.

**However**, limited livestock husbandry shall be permitted on all other Lots. The number of animals shall be based upon the amount of property which the Owner has in pasture to support the animals. For each acre of pasture, an Owner may have not more than two grazing animals, such as cattle, horses, sheep or llamas. No other types of livestock shall be allowed and specifically there shall be no swine allowed. Poultry is permitted but all poultry must be maintained in a coop and not be allowed to stray onto adjoining Lots, shall not exceed more than five (5) in total and shall not include any roosters. Owners shall conduct animal husbandry to avoid creating a nuisance and to avoid offending the other Owners. The Owners will confine their animals within approved pastures and outbuildings, keep noise to a minimum and promptly remove animal and other wastes.

No Lot shall be used for any commercial livestock or training operations.

K. Pets. Dogs, cats and other household animals may be kept as pets and will be limited to total of three in totality. Exotic or dangerous animals shall not be maintained as pets. Pets shall be confined to the owner's property or shall be under the owners control at all times the pets are off the owner's property. No breeding is allowed on a commercial basis.

L. Sign Restrictions. No sign of any kind shall be displayed to public view on any building site, except for a sign, limited to one, advertising the property for sale, which sign shall not be larger than sixteen (16) square feet.

M. Water Run-off and Control Restrictions. All Owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and to insure that sediments do not enter the natural drainage system.

N. Compliance with Applicable Building Codes. All buildings and improvements shall be constructed in compliance with the pertinent zoning and building codes for the County of Franklin, and any and all other governmental entities that have jurisdiction thereof at the time of undertaking such buildings and improvements. No dwelling house, garage, or their accessory building or part thereof (exclusive of fences and similar structures) shall be placed nearer to the front lot line or nearer to the side lot line or to the rear lot line than the minimum building setback lines, if any, imposed by the County of Franklin, as set forth in the View Easement, as contained in this Declaration or as shown on the recorded plat of the subdivision, whichever is more restrictive.

O. Exposed Mechanical Equipment. Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pools pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment, shall be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns.

P. Nuisance and Use Restrictions. No noxious, illegal, or offensive use of property shall be carried on any lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood. No grantee or grantees, under any conveyance, nor purchasers, shall at any time conduct or permit to be conducted on any residential lot any trade or business of any description, either commercial or noncommercial, religious or otherwise, including church schools, nor shall such premises be used for any other purpose whatsoever except for the purpose of providing a private, single-family dwelling or residence.

Q. Refuse and Maintenance Restrictions. No trash, garbage, ashes, or other refuse, junk, vehicles in disrepair, underbrush, or other unsightly growths or objects, shall be maintained or allowed on any lot. All refuse containers shall be placed so as to not be visible from the front or street approach to the residence. All fences and buildings shall be kept in a state of repair. All residences, garages, and accessory buildings shall be painted or stained, from time to time, so as to maintain a reasonable state of repair.

DECLARATION OF PROTECTIVE COVENANTS - 13

August 8, 2025

R. Stored or Abandoned Vehicles and Equipment. Any automobile or other vehicle deemed to be in inoperative condition in excess of thirty (30) days and which causes an undesirable affect an the area may be removed by suit commenced at the request of any Owner. This Property shall not be used for storage for construction machinery, rental equipment or farm equipment. No inoperable machinery, including tractors, trucks, or automobiles may be held on the Property for more than three months. No used machinery or scrap equipment, implements, automobiles, or conspicuous parts of such equipment which serve no purpose in operation of the estate may be held or accumulated on the Property.

S. Mailbox/Postal Box Design and Maintenance Restrictions. All mailboxes and mailbox holders shall be of a standard design accepted by the other Owners and adhering to the applicable specifications of the U.S. Postal Service. All mailboxes shall be located as directed by the U.S. Postal Service. Each lot owner shall be responsible for the maintenance and replacement of his or her mailbox so as to keep it in a state of repair at all times.

T. Firearms. No hunting, trapping or discharge of firearms shall be permitted within the Development.

U. Pools. No above ground pools shall be constructed on the Lots.

W. Corn and Sunflowers. No corn or sunflowers can be grown on the Lots.

X. Wells. No wells shall be drilled or otherwise constructed on the Property or any Lot. All potable and irrigation water can only be provided to a Lot as set forth in this Declaration.

## SECTION FIVE

### IRRIGATION SYSTEM

A. The Developer has made arrangements for a third party provider to deliver non-potable water for outdoor use to the Lots and an irrigation water delivery system has been installed. This irrigation water is provided to the Property by the third party provider and delivery to the Property shall be subject to the rules and regulations of such provider. The Homeowner's Association shall be responsible for the maintenance and operation of the irrigation water delivery system within the Property to provide water to each Lot, subject to the Homeowner's Association's rules and regulations. Owners shall be responsible to pay the Homeowner's Association for the payment of all assessments from the third party provider and all other costs and expenses arising from the delivery of water to their Lots and the Homeowners Association shall pay assessments from the third party provider for water delivered to any commonly owned properties. All parties, including Owners and Members

acknowledge that such irrigation water originates from the South Columbia Irrigation District, agree to comply with all rules and regulations of the South Columbia Irrigation District, and acknowledge such irrigation may be subject to disruption or termination by acts of god or other lawful acts.

B. At the end of the Development period, or earlier at the Developer's option, the Developer will convey the irrigation water delivery system to the Homeowners Association, "AS IS", without any warranties or guarantees of any kind or nature. In particular, the Developer will not warrant that the system or any component of the system will be appropriate or adequate to the needs of the Homeowner's Association or the Owners. In consideration of the conveyance of the irrigation water delivery system to the Homeowners Association and each Owner agree to accept the system in its present condition without warranty and agree to release the Developer from all claims which they may have with regard to the system.

C. The Homeowners Association shall accept the irrigation system in its present condition and the Homeowners Association shall be responsible for the costs of operating, repairing, replacing and maintaining the irrigation system from and after the date of the conveyance of the system to the Homeowners Association by the Developer. The Homeowners Association shall indemnify and hold the Developer harmless from all claims, liabilities, damages or losses relating to the conditions, use or maintenance of the irrigation system.

D. The Homeowners Association shall adopt rules and regulations for the use of irrigation water by Owners within the Development. Such rules and regulations may provide that Owners who violate the rules and regulations of the Homeowners Association, the third-party provider or the South Columbia Irrigation District may have water delivery terminated until such time as the Owner is in full compliance with the rules. The Homeowners Association may appoint a Watermaster to administer the operation of the irrigation system and the delivery of water.

E. Within the development are irrigation easements. Within these easements are the mainlines, valves and electronics that distribute irrigation water throughout the Development. All construction is prohibited, with the exception of fences, within these easements. Operating equipment within these easements is prohibited except in consultation and with the approval of the Developer or the Association.

F. To preserve the integrity of the entire irrigation water delivery system, no modification of this delivery system may be made without the express approval of the Developer or the Homeowner's Association. Owners are responsible for the repair and maintenance of the irrigation lines, risers and sprinkler heads that reside within their Lot. The Homeowners Association shall be responsible for maintenance of the irrigation water delivery

system consisting of mainlines, distribution valves and their electrical components as located in the irrigation easement. However, Owners are liable for any damage to any portion of the irrigation water delivery system that lies within their Lot that is caused by the Owner actions or the actions of any persons or animals present within the Lot.

## SECTION SIX

### POTABLE WATER SYSTEM

A. The Developer has made arrangements for a third-party provider to deliver potable water for consumptive use to the Lots and a potable water delivery system has been installed. This potable water is provided to the Property by the third-party provider and delivery to the Property shall be subject to the rules and regulations of such provider. The third-party provider shall be responsible for the maintenance and operation of the potable water delivery system within the Property to provide water to each Lot, which shall also be subject to the third-party provider's rules and regulations. Owners shall be responsible for paying the third-party provider for the payment of all assessments from the third-party provider and all other costs and expenses arising from the delivery of water to their Lots. Owners must enter into a written agreement with the third-party provider before receiving any potable water.

B. At the end of the Development period, or earlier at the Developer's option, the Developer will convey the potable water delivery system to the third-party provider. The Developer will warrant that the system and any component of the system will be appropriate or adequate to the needs of the Lots and the Owners. In consideration of the conveyance of the potable water delivery system to the third-party provider each Owner agrees to accept the system in its present condition without further warranty.

C. The third-party provider has adopted or will adopt rules and regulations for the use of potable water by Owners within the Development. Such rules and regulations may provide that Owners who violate the rules and regulations of the third-party provider may have water delivery terminated until such time as the Owner is in full compliance with the rules.

D. Within the development there are utility easements. Within these easements are the mainlines, valves and electronics that distribute the potable water throughout the Development. All construction is prohibited, with the exception of fences, within these easements. Operating equipment within these easements is prohibited except in consultation and with the approval of the Association and the third-party provider.

E. To preserve the integrity of the entire potable water delivery system, no modification of this delivery system may be made without the express approval of the



Homeowner's Association and the third-party provider. Owners are liable for any damage to any portion of the potable water delivery system that lies within their Lot that is caused by the Owner actions or the actions of any persons, pets or animals present within the Lot.

## SECTION SEVEN

### EASEMENTS

A. Easements for Utilities. Declarant hereby creates and reserves certain easements as shown on the face of the Plat, for the benefit of any power company, telephone company, cable and television company, any water or sewer district, third party potable and irrigation water provider(s) and any such other private utility and drainage uses as may be authorized by the Board for the installation, repair, replacement, maintenance, and operation of the utility services provided by such entities, together with the right to enter upon the easements within the Plat for the purposes stated. In addition to the easements reserved on the Plat or shown by any instrument of record, easements for utilities and drainage are reserved for the Declarant or its assigns, over a five-foot-wide strip along each side of the interior Lot lines, and seven feet over the rear and front of each Lot. Within all of the easements, no structure, landscaping, or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct the flow of water through the drainage channels. The easement area of each Lot and all improvements thereon shall be maintained by the Owner of such Lot, except those improvements for which a public authority, utility company, third party provider or Association is responsible.

B. Easement for Declarant. Declarant shall have an easement across all Lots for ingress, egress, storage, and placement of equipment and materials, and other actions necessary or related to the development or maintenance of the Property during the Development Period.

C. Association's Easement of Access. The Association, and its agents shall have an easement for access to each Lot and to the exterior of any House or other structures located thereon as may be reasonably necessary for the following purposes: (1) emergency repairs to prevent damage to another Lot, or improvements thereon; (2) maintenance, repair, or replacement of any street light accessible or utility from that Lot; and (3) any acts necessary to enforce the provisions of this Declaration.

## SECTION EIGHT

### MISCELLANEOUS AND GENERAL PROVISIONS

A. Modification of Restrictions. By written consent of seventy-five (75%) of all of the lot owners, the association may be given such additional powers as may be described by the

DECLARATION OF PROTECTIVE COVENANTS - 17

August 8, 2025

association, or otherwise modify or amend this declaration in any manner, Provided, so long as Developer continues to own, or have an ownership interest in adjoining properties, these covenants may not be modified or terminated without prior approval and consent of Developer, it being understood that Developer will not unreasonably prohibit modification of these covenants so long as the proposed amendments do not impair the value of the surrounding property owned or retained by Developer.

B. Severability Clause. The Association shall comply with all of the laws, regulations, ordinances, and if, at any time, any of the provisions of this declaration shall be found to be in conflict therewith, then such parts of this declaration as are in conflict with such laws, regulations, ordinances, the conflicting provisions shall become null and void, but the remaining portions of these declaration shall remain in full force and effect.

C. Termination of Declaration, Covenants, Conditions and Restrictions. This declaration may be terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of this declaration, by the owners of seventy-five percent (75%) of the properties subject hereto at any time it is proposed to terminate this declaration, by executing and acknowledging an appropriate written agreement or agreements for that purpose, and filing the same with the office of the Franklin County Auditor, County of Franklin, State of Washington.

D. Covenants, Conditions and Restriction Run with the Land. All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding on the inure to the benefit of the owners of the properties described above, their heirs, successors, and assigns, and all parties claiming by, through or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to confirm to and observe all of the terms and conditions contained in this declaration. Any division or alteration of any parcel within the development shall be explicitly bound by all covenants, conditions, and restrictions contained herein or subsequently adopted by the Homeowners Association.

E. Standing to Enforce Terms of Declaration. Any lot owner, or the Homeowners Association, on behalf of all owners, may maintain legal proceedings to compel or enforce any of the terms and conditions of this declaration. In addition, so long as the Developer has an interest in any adjoining properties, Developer, acting through one of its representatives, may enforce these covenants. In any such action, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

In addition to the right of any party to enforce the Protective Covenants, in the event any Owner breaches these covenants by commission of acts in violation of the covenants or by omission to perform acts required by the covenants, the Developer or the Homeowners Association shall have the right, but is not obligated, to enforce the provisions of these

covenants by curing the breach or default. The Developer or the Association shall be entitled to recover all costs or expenses, including attorney fees, incurred by the Developer or the Association to cure the breach or default.

In the event the breach or default by the Owner does not create an emergency situation, the Developer or the Association shall give the Owner written notice of the breach or default. If the Owner does not cure the breach or default within seven (7) days of the date the notice is delivered to the Owner, then the Developer or the Association may cure the breach or default at the Owner's expense.

In the event, in the opinion of the Developer or the Association, the breach or default by the Owner creates an emergency which threatens to cause injury or damage to persons or property, the Owner or the Association may take immediate action to cure the breach or default without prior notice to the Owner.

In the event the Owner does not pay the costs and expenses incurred by the Developer or the Association to cure a breach or default, the unpaid amount shall be a lien against the Owner's property and shall accrue interest at the rate of twelve percent per annum. The Developer or the Association may collect the amounts owed by action directly against the Owner or may foreclose the lien against the property.

**IN WITNESS WHEREOF**, the undersigned have caused this declaration to be executed at \_\_\_\_\_ on the date indicated below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

DEEP CREEK INVESTMENT PROPERTIES,  
INC., A Washington Corporation

By: \_\_\_\_\_  
RANDY MULLEN, Managing Member

STATE OF WASHINGTON            )  
  )  
COUNTY OF \_\_\_\_\_        )       §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **RANDY MULLEN**, to me known to be the President of **DEEP CREEK INVESTMENT PROPERTIES, INC.**, the corporation that executed the foregoing document and acknowledged the same to be the free and voluntary act of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said document on behalf of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT A**

## **EXHIBIT B**

### **Depiction**