

Clipper Ridge Home Owners Association



Green Book

July 2024

Clipper Ridge Home Owners Association

400 Clipper Drive, Richland, WA 99354

July 2024

Please find in this document the latest version of what we refer to in the community as “The Green Book”. This document will help address any questions or concerns you might have relating to your rights and responsibilities as a member of the Clipper Ridge Home Owners Association (CRHOA).

Clipper Ridge is one of the oldest HOAs in the state of Washington. It was founded in 1975 and is comprised of 77 homes and 23 townhouses. The Clipper Ridge HOA is self-managed by a Board of Trustees. Board Members are elected to two-year terms at the annual Members Meeting held in October. Board Members meet on the third Monday each month at 7:00 p.m. at the Clipper Ridge Clubhouse located at 400 Clipper Drive. All homeowners are invited to attend and share suggestions, concerns, and questions.

Volunteering your efforts to this community will help improve the lives of you and your family, as well as your neighbors.

Sincerely,

Board of Trustees

CLIPPER RIDGE HOME OWNERS ASSOCIATION AMENDED AND RESTATED ARTICLES OF INCORPORATION

Articles of Incorporation, sometimes referred to as the Certificate of Incorporation or the Corporate Charter, are the primary rules governing the management of a corporation in the United States and Canada, and are filed with a state or other regulatory agency. The Articles of Incorporation is an equivalent term for LLCs in the United States.

Any changes or amendments to the Articles of Incorporation must be approved as follows:

- Article IV, “Purpose and Powers of the Association,”
 - Section D: Assent of two-thirds (2/3) of the members.
 - Section E: Assent and signature by two-thirds (2/3) of the members.
 - Section F: Assent of two-thirds (2/3) of the members.
- Article VIII, “Dissolution” requires the assent and signature of *not less than* two-thirds (2/3) of the members.
- Article X, “Amendments,” requires seventy-five percent (75%) of the entire membership.

Each owner is allowed one vote for each lot they own. As an historical, legally binding document, any changes or amendments to the Articles of Incorporation must be recorded with Benton County in the State of Washington.

**CLIPPER RIDGE HOME OWNERS ASSOCIATION AMENDED AND
RESTATED ARTICLES OF INCORPORATION**

We, the undersigned officers of the Clipper Ridge Home Owners Association, adopt the following Amended and Restated Articles of Incorporation.

ARTICLE I

The name of the corporation is “CLIPPER RIDGE HOME OWNERS ASSOCIATION, HEREAFTER CALLED THE “ASSOCIATION”.

ARTICLE II

The principal office of the Association is located at 400 Clipper Drive, Richland, Washington.

ARTICLE III

The Association’s registered agent is public record.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specified purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as follows:

Lots 1 through 36, Block 1, Clipper Ridge No. 1, Plat of Richland, records of Benton County, Washington,

and,

Lots 1 through 31, Block 2 Clipper Ridge No. 1, Plat of Richland, records of Benton County, Washington,

and,

Lots 1 through 36, Block 1, Clipper Ridge No. 2, Plat of Richland, records of Benton County, Washington.

and to promote the health, safety, environmental well-being, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions,

Section 1 - CRHOA Articles of Incorporation

hereinafter called the “Declaration”, applicable to the Properties and recorded in the Office of the Auditor, Benton County, Washington, and the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length:

- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and with the assent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or hypothecate any, or all, of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members agreeing to such dedication, sale or transfer;
- (f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members;
- (g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Washington by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP IN THE ASSOCIATION

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract purchasers, shall be a member of the Association: provided, however, that if any Lot is held jointly by two or more persons, all such persons shall be members. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of or assessment by the Association. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a contract purchaser's interest in) any Lot, membership in the Association shall ipso facto be deemed to be transferred to the grantee, contract purchaser or new contract purchaser, as the case may be.

ARTICLE VI

VOTING RIGHTS IN THE ASSOCIATION

The Association shall have one class of voting membership: Class A.

Class A members shall be all those Owners as defined in Article I of the Declaration. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article V. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE VII

BOARD OF TRUSTEES

The affairs of this Association shall be managed by a Board of not less than three nor more than fifteen trustees who need not be members of the Association.

As of October 2004, at each annual meeting the members shall elect three (3) or four (4) trustees for two-year alternating terms.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The Association shall exist perpetually unless dissolved pursuant to Article VIII (PH).

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75) percent of the entire membership.

CLIPPER RIDGE HOME OWNERS ASSOCIATION AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

When you buy a home or townhouse in Clipper Ridge, you automatically become a member of the Home Owners Association (HOA) and are subject to the governing documents which include the Articles of Incorporation, Declaration of Covenants, Conditions, and Restrictions (CC&Rs), By-Laws, and Rules and Regulations (R&Rs).

The CC&Rs provide the guidelines for living in Clipper Ridge. Basically, they are the rules of the neighborhood; they govern what you can, cannot, or must do with respect to your home and the surrounding area including Common Areas like the Clubhouse, Tennis Courts, and Storage lots, for example. Generally, the goal of the CC&Rs is to protect, preserve, and enhance a high quality of life and maintain property values for the entire community.

Clipper Ridge homeowners and tenants are responsible for understanding and complying with the Articles of Incorporation, the Covenants, Conditions and Restrictions, the By-Laws, and the Rules and Regulations for living here.

Any changes or Amendments to The Declaration of Covenants, Conditions and Restrictions must be approved by the Voting Members, as follows:

- Article VI, Section 1 (e), Transfer of common areas to government or public, etc. requires two-thirds (2/3) signature vote and recording of the members entitled to vote.
- Article VII, Section 3 (b): The maximum annual general assessment may be increased above 5% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.
- Article VII, Section 5 (b): the maximum annual townhouse assessment may be increased above 5% by a vote of two-thirds (2/3) of the townhouse owners who are voting in person or by proxy at a meeting duly called for this purpose.

Each owner is allowed one vote for each lot they own. As legally binding documents, any changes or amendments to the CC&Rs must be recorded with Benton County..

**CLIPPER RIDGE HOME OWNERS ASSOCIATION
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CLIPPER RIDGE is made on this 23rd day of February, 2017.

RECITALS

WHEREAS the Declaration of Covenants, Conditions and Restrictions Establishing Clipper Ridge was recorded on July 9, 1973 in Benton County, State of Washington under Recording Number 651934;

WHEREAS, pursuant to Article XIII, Section 3 of the Declaration, at least seventy-five percent of the owners have voted to amend and restate the Declaration as set forth herein;

NOW, THEREFORE, the undersigned President and Secretary of the Clipper Ridge Home Owners Association hereby certifies that the requirements of the Declaration have been followed and therefore declare and adopt the following Amended and Restated Declaration of Covenants:

**AMENDED AND RESTATED DECLARATION OF COVENANTS OF CLIPPER
RIDGE**

Whereas, Declarant is the owner of certain property in the County of Benton, State of Washington, which is more particularly described below; and

Whereas, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, easements, rights of access, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the Properties described below shall be held, sold and conveyed subject to the following easements, restricts, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability 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 having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1: “Association” shall mean and refer to CLIPPER RIDGE HOME OWNERS ASSOCIATION, its successors and assigns.

Section 2 - CRHOA Covenants, Conditions and Restrictions

Section 2: “Properties” shall mean and refer to that certain real property hereinafter described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3: “Common Area” shall mean and refer to all real property hereinafter described that is owned by the Association for the common use and the enjoyment of the members of the Association and shall not include any areas dedicated to public use.

Section 4: “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5: “Member” shall mean and refer to every person or entity who holds membership in the Association as provided in Article IV hereof.

Section 6: “Owner” shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the Properties, including contract purchasers, but excluding those having an interest merely as security for the performance of an obligation.

Section 7: “Declarant” shall mean and refer to the Association.

Section 8: “Townhouse” shall mean and refer to any dwelling that has a party wall in common with another dwelling.

Section 9: The term “real estate contract” shall not include an earnest money receipt and agreement and the terms “contract seller” and “contract publisher” shall not include the parties to any such earnest money receipt and agreement.

ARTICLE II

PROPERTIES SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Richland, Benton County, Washington and is described as follows:

Lots 1 through 35, Block 1, Clipper Ridge No. 1, Plat of Richland, records of Benton County, Washington,

and

Lots 1 through 30, Block 2, Clipper Ridge No. 1, Plat of Richland, records of Benton County, Washington,

and

Lots 1 through 35, Block 1, Clipper Ridge No. 2, Plat of Richland, records of Benton County, Washington.

and

The following portion of Lot 36, Block 1, of Clipper Ridge No. 1, more particularly described as follows:

Beginning at the NW corner of Lot 1 of Block 1 and the true point of beginning; thence S 00°53'28"E, a distance of 20.00 feet; thence S 89°06'32"W a distance of 62.00 feet; thence N 00°53'28" W a distance of 25.00 feet; thence S 86°16'47" E a distance of 62.20 feet to the true

Section 2 - CRHOA Covenants, Conditions and Restrictions

point of beginning.

and

The following portion of Lot 36, Block 1, of Clipper Ridge No. 1 more particularly described as follows:

Beginning at the NW corner of Lot 3 of Block 1 and the true point of beginning; thence S $86^{\circ}16'47''$ E, a distance of 62.21 feet; thence S $00^{\circ}53'28''$ a distance of 25.00 feet to the NE corner of Lot 3; thence N $65^{\circ}04'13''$ W a distance of 68.88 feet to the true point of beginning.

and

The following portion of Lot 36, Block 1, of Clipper Ridge No. 1 more particularly described as follows:

Beginning at the NE corner of Lot 23 of Block 1 and the true point of beginning; thence S $89^{\circ}06'32''$ W, a distance of 60.00 feet to the NW corner of Lot 23; then N $00^{\circ}53'28''$ W, a distance of 9.20 feet; thence S $82^{\circ}10'30''$ E, a distance of 60.70 feet to the true point of beginning.

and

The following portion of Lot 36, Block 1, of Clipper Ridge No. 1 more particularly described as follows:

Beginning at the NE corner of Lot 24 of Block 1 and the true point of beginning; thence S $89^{\circ}06'32''$ W, a distance of 72.00 feet to the NW Corner of Lot 24; thence N $14^{\circ}17'02''$ W a distance of 21.59 feet; thence S $82^{\circ}10'30''$ E a distance of 77.90 feet; thence S $00^{\circ}53'28''$ E a distance of 9.20 feet to the true point of beginning.

and

The following portion of Lot 36, Block 1, of Clipper Ridge No. 1 more particularly described as follows:

Beginning at the NE corner of Lot 34, of Block 1, of said Plat and true point of beginning; thence N $00^{\circ}53'28''$ W, a distance of 23.00 feet; thence N $89^{\circ}06'32''$ E, a distance of 24.00 feet; thence S $45^{\circ}19'42''$ W, a distance of 33.24 feet to the true point of beginning.

and

The following portion of lot 36, block 1, of Clipper Ridge No. 1, more particularly described as follows:

Beginning at the NE corner of Lot 34, of Block 1, and true point of beginning; thence S $89^{\circ}06'32''$ W, a distance of 77.00 feet to the NW corner of Lot 34; thence N $00^{\circ}42'28''$ W, a distance of 23.00 feet; thence N $89^{\circ}06'32''$ E, a distance of 77.00 feet; thence S $00^{\circ}53'28''$ E, a distance of 23.00 feet to the true point of beginning.

and

The following portion of Lot 36, Block 1, of Clipper Ridge No. 1, more particularly described as follows:

Beginning at the NW corner of said Lot 10, of Block 1, being the true point of beginning; thence S $00^{\circ}53'28''$ W, a distance of 22.00 feet; thence N $89^{\circ}06'32''$ E, a true distance of 76.00 feet to the NW corner of Lot No. 9 of said Block 1; thence S $00^{\circ}53'28''$ E, a distance of 22.00 feet; thence S $89^{\circ}06'32''$ W, a distance of 76.00 feet to the true point of beginning.

and

Section 2 - CRHOA Covenants, Conditions and Restrictions

The following portion of Lot 36, Block 1, of Clipper Ridge No. 1, more particularly described as follows:

Beginning at the NW corner of said Lot 11 of Block 1, being the true point of beginning; thence N 00°53'28" W a distance of 22.00 feet; thence N 89°06'32" E, a distance of 72.00 feet to the NW corner of Lot No. 9 of said Block 1; thence S 00°53'28" E, a distance of 22.00 feet; thence S 89°06'32" W, a distance of 72 feet to the true point of beginning.

and

The following portion of Lot 36, Block 1 of Clipper Ridge No. 1, more particularly described as follows:

Beginning at the NW corner of Lot 29, of Block 1, being the true point of beginning; thence N 00°53'28" W, a distance of 4.48 feet; thence N 83°03'13" E, a distance of 83.09 feet to the NE corner of said Lot 29, and terminus of said line.

and LESS

The following portion of Lot 17, Block 1 of Clipper ridge No. 1 more particularly described as follows: The Westerly 3.00 feet of said Lot 17 of Block 1.

ARTICLE III

ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional properties other than properties within the general plan of development provided for in Section 2 hereof shall require the assent of two-thirds (2/3) of the members of the Association. No such annexation shall be effective unless written notice of such proposed annexation is sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of any action on such proposed annexation and an instrument has been signed by two-thirds (2/3) of the members agreeing to such annexation.

ARTICLE IV

MEMBERSHIP IN THE ASSOCIATION

The Association shall have one class of voting membership: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract purchasers, shall be a member of the Association: Provided, however, that if any Lot is held jointly by two or more persons, all such persons shall be members. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of or assessment by the Association. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a contract purchaser's interest in) and Lot, membership in the Association shall ipso facto be deemed to be transferred to the grantee, contract purchaser or new contract purchaser, as the case may be.

ARTICLE V

VOTING RIGHTS IN THE ASSOCIATION

The Association shall have one class of voting membership: Class A

Class A members shall be all those Owners as defines in Article I. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE VI

PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Member's Easement of Enjoyment: Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to, or a contract purchaser's interest in, every Lot, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) The rights of the Association to take such steps as are reasonably necessary to protect any such mortgaged property against foreclosure, including, but not limited to, the right to charge admission and other fees as a condition of continued enjoyment by the members and if necessary to open the enjoyment of such properties to the public;
- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days, for any infraction of the Association's published rules and regulations; and
- (e) The rights of the Association to dedicate or transfer all or any part of the Common Area to any governmental unit or public agency or authority or public utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members entitled to vote has been recorded, agreeing to such dedication or transfer and unless written notice of the proposed action is sent to every member no less than thirty (30) days nor more than sixty (60) days in advance.

Section 2. Delegation of Use: Any member may delegate, in accordance with the By-Laws his right of enjoyment to the Common Area and facilities to the members of his family or his tenants who reside on the property and subject to regulation by the Association to his temporary guests.

Section 3. Common Areas Described: The Common Areas referred to herein are more particularly described as follows:

Section 2 - CRHOA Covenants, Conditions and Restrictions

Lot 36, Block 1, Clipper Ridge No.1, Plat of Richland, records of Benton County, Washington
and

Lot 31, Block 2, Clipper Ridge No. 1, Plat of Richland, records of Benton County, Washington
and

Lot 36, Block 1 of Clipper Ridge No. 2. Plat of Richland, records of Benton County, Washington
LESS

The following portion of Lot 36, Block 1, of Clipper Ridge No. 1, more particularly described as follows:

Beginning at the NW corner of Lot 1 of Block 1 and the true point of beginning; thence S 00°53'28" E, a distance of 20.00 feet; thence S 89°06'32" W, a distance of 62.00 feet; thence N 00°53'28" W, a distance of 25.00 feet; thence S 86°16'47" E, a distance of 62.20 feet to the true point of beginning.

and LESS

The following portion of Lot 36, Block 1, of Clipper Ridge No. 1, more particularly described as follows:

Beginning at the NW corner of Lot 3, of Block 1, being the true point of beginning; thence S 86°16'47" E, a distance of 62.51 feet; thence S 00°53'28" E, a distance of 25.00 feet to the NE corner of Lot 3; thence N 65°04'13" W, a distance of 68.88 feet to the true point of beginning.

and LESS

The following portion of Lot 36, Block 1, of Clipper Ridge No. 1, more particularly described as follows:

Beginning at the NE corner of Lot 23, of Block 1, and the true point of beginning; thence S 89°06'32" W, a distance of 60.00 feet to the NW corner of Lot 23; thence N 00°53'28" W, a distance of 9.20 feet; thence S 82°10'30" E, a distance of 60.70 feet to the true point of beginning.

and LESS

The following portion of Lot 36, Block 1, of Clipper Ridge No.1, more particularly described as follows:

Beginning at the NE corner of Lot 24, of Block 1, and the true point of beginning; thence S 89°06'32" W, a distance of 72.00 feet to the NW corner of Lot 24; thence N 14°17'02" W, a distance of 21.59 feet; thence S 82°10'20" E, a distance of 77.90 feet; thence S 00°53'28" E, a distance of 9.20 feet to the true point of beginning

and LESS

The following portion of Lot 36, Block 1, of Clipper Ridge No. 1, more particularly described as follows:

Beginning at the NE corner of Lot 34, of Block1, of said Plat and the true point of beginning; thence N 00°53'28" W, a distance of 23.00 feet; thence N 89°06'32" E, a distance of 24.00 feet; thence S 45°19'42" W, a distance of 33.24 feet to the true point of beginning.

and LESS

The following portion of lot 36, block 1, of Clipper Ridge No. 1, more particularly described as follows:

Section 2 - CRHOA Covenants, Conditions and Restrictions

Beginning at the NE corner of Lot 34, of Block 1, and the true point of beginning; thence S 89°06'32" W, a distance of 77.00 feet to the NW corner of Lot 34; thence N 00°42'28" W, a distance of 23.00 feet; thence N 89°06'32" E, a distance of 77.00 feet; thence S 00°53'28" E, a distance of 23.00 feet to the true point of beginning.

and LESS

The following portion of Lot 36, Block 1, of Clipper Ridge No. 1, more particularly described as follows:

Beginning at the NW corner of said Lot 10, of Block 1, being the true point of beginning; thence S 00°53'28" W, a distance of 22.00 feet; thence N 89°06'32" E, a distance of 76.00 feet to the NW corner of Lot No. 9 of said Block 1; thence S 00°53'28" E, a distance of 22.00 feet; thence S 89°06'32" W, a distance of 76.00 feet to the true point of beginning.

and LESS

The following portion of Lot 36, Block 1, of Clipper Ridge No. 1, more particularly described as follows:

Beginning at the NW corner of said Lot 11 of Block 1, being the true point of beginning; thence N 00°53'28" W a distance of 22.00 feet; thence N 89°06'32" E, a distance of 72.00 feet; thence N 00°53'28" E a distance of 22.00 feet; thence N 89°06'32" E, a distance of 72.00 feet to the true point of beginning.

and LESS

The following portion of Lot 36, Block 1 of Clipper Ridge No. 1, more particularly described as follows:

Beginning at the NW corner of Lot 29, of Block 1, being the true point of beginning; thence N 00°53'28" W a distance of 4.48 feet; thence N 83°03'13" E, a distance of 83.09 feet to the NE corner of said Lot 29, and terminus of said line.

and

The following portion of Lot 17, Block 1 of Clipper Ridge No. 1 more particularly described as follows:

The Westerly 3.00 feet of said Lot 17, of Block 1.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments: Each Owner or Contract Purchaser of any Lot or Lots by acceptance of a deed or real estate contract therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association as hereinafter provided:

- (a) General Assessment or charges,
- (b) Townhouse assessments or charges (townhouse owners only), and
- (c) Special assessments for capital improvements; such assessments to be fixed, established and collected from time to time as hereinafter provided. All assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided shall be a

Section 2 - CRHOA Covenants, Conditions and Restrictions

charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the Owner or contract purchaser of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them:

Provided, however, that in the case of a sale or a contract for the sale of (or an assignment of a contract purchaser's interest in) any Lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the Owner of contract purchaser immediately prior to the date of any such sale, contract or assignment shall be personally liable only for the amount of the installments due prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on or after said date.

Section 2. Purpose of General Assessments: The general assessments shall be used exclusively for the purpose of promoting the recreation, health, safety, environmental well-being, and welfare of the residents of the properties, including, without limitation, the construction, establishment, improvement, repair and maintenance of the Common Areas and services and facilities related to the use and enjoyment of the Common Areas, ; the payment of taxes and insurance on the Common Area; the installation and maintenance of any entry gates and gate houses, and any cul-de-sac planters on streets located within the Properties; and the payment of the expenses of the Trustees incurred in the performance of their duties on behalf of the Association.

Section 3. Maximum Annual General Assessment:

(a) From and after January 1, 1977, the maximum annual general assessment may be increased each year not more than 5% above the actual general assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1977, the maximum annual general assessment may be increased above 5% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Trustees may fix the annual general assessment at an amount not in excess of the maximum.

(d) The annual assessment period shall be the calendar year.

Section 4. Purpose of Townhouse Assessments: The townhouse assessments shall be used exclusively for the purpose of maintaining the exterior of townhouses with respect to painting and roofing.

Section 5. Maximum Annual Townhouse Assessment: (a) From and after January 1, 1977, the maximum annual townhouse assessment may be increased each year not more than 5% above the actual general assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1977, the maximum annual townhouse assessment may be increased above 5% by a vote of two-thirds (2/3) of the townhouse owners who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 2 - CRHOA Covenants, Conditions and Restrictions

(c) The Board of Trustees may fix the annual townhouse assessment at an amount not in excess of the maximum.

(d) The annual assessment period shall be the calendar year.

Section 6. Special Assessments for Capital Improvements: In addition to the annual general and townhouse assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7. Notice and Quorum for Any Action Authorized Under Sections 3 and 6: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 6 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 8. Notice and Quorum for Any Action Authorized Under Section 5: Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all townhouse owners not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of townhouse owners or of proxies entitled to cast sixty percent (60%) of all votes of the townhouse owners shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of townhouse owners or of proxies entitled to cast fifty percent (50%) of all of the votes of the townhouse owners. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 9. Date of Commencement of Monthly Assessments - Due Dates: As to each particular Lot involved, the liability for the annual assessments provided for in Sections 3 and 5 of this Article VII shall begin on the first day of the calendar month following the date upon which an owner acquires his interest in any Lot. Said annual assessments shall be due and payable in monthly installments on such date and on the first day of each calendar month thereafter. The due date of any special assessments under Section 6 of this Article VII shall be fixed by the Association by the resolution authorizing such assessment.

Section 10. Uniform Rate of Assessment: Both annual general assessments and annual townhouse assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 11. Effect of Non-payment of Assessments - Remedies: If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of twelve percent (12%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same and/or

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foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment and all such sums shall be included in any judgment or decree entered in such suit. No Owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 12. Subordination of the Lien to Mortgage: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to such first-mortgage, or purchaser money second mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 13. Exempt property: The following property subject to this declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) All Common Area; and
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Washington.

However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply: Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or, omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance: The costs of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing: Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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Section 5. Right to Contribution Runs With Land: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Easement for Maintenance: The right of any Owner to an easement over another Owner's property for purposes of maintenance of one's own property shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Arbitration: In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. Architectural Control: No building shall be erected, placed or altered on any Lot (residential or non-residential) on the property until the building, plans, specifications, plot plan, landscaping and fencing plan, showing the nature, kind, shape, height, materials, and location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Architectural Control Committee appointed by the Board of Trustees, or by a representative designated by a majority of the members of said committee. In the event said committee or its designated representative fails to approve or disapprove such design and location within seven (7) working days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to the covenant. The Architectural Control Committee shall be composed of three or more representatives who shall be appointed by the Board of Trustees of the Association.

All plans, specifications, and plot plans which must be submitted for approval hereunder shall be submitted to said committee at the following address:

Clipper Ridge Architectural Control Committee
400 Clipper Drive
Richland, Washington 99354

Or via email at clipperridge73@gmail.com

Or to such other address as may hereafter be given in writing to the Owners or contract purchasers involved by said committee.

Section 2. Signs: No signs shall be erected or maintained on any residential lot in the tract, except that not more than one approved FOR SALE or FOR RENT sign placed by the Owners or builder or by a licensed real estate broker, not exceeding thirty (30) inches high and twenty-four (24) inches wide, may be displayed on any lot.

Section 3. Dwelling Cost, Quality and Size: No dwelling shall be permitted on any lot at a builder's cost of less than \$25,000.00, exclusive of land, based upon cost levels prevailing at the

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date these covenants are recorded, it being the intent and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which prevails on the date these covenants are recorded. The ground floor area of the main structure exclusive of one-story open porches and garages shall be not less than 1,250 square feet for a one-story building and not less than 950 square feet for a split level dwelling (main living area). All houses shall have a two-car garage; all the townhouses shall have a two-car carport or garage. Any dwelling or structure erected on any Lot shall be completed as to external appearance, including landscaping consistent with the established landscaping design within the properties, within nine (9) months from the date of commencement of construction. No structure erected elsewhere may be moved upon any Lot in this Plat.

ARTICLE X

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Trustees, the Association, after approval of two-thirds (2/3) vote by the Board of Trustees, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

As of January 1, 2017, the Association shall be responsible for maintaining the arborvitae that borders the community, including the provision of all necessary watering, pruning, fertilizing, and pest control services, and each homeowner shall be responsible for promptly arranging and paying for the replacement of some or all of the section of the arborvitae bordering his or her lot when some or all of it becomes diseased or dies due to homeowner negligence (as determined by a third-party specialist selected by the Association). If a homeowner is negligent in replacing some or all of the section of the arborvitae bordering his or her lot (as determined by a third-party specialist selected by the Association), then that homeowner shall be liable to replace the affected portion of that section of the arborvitae and all other affected portions of the arborvitae.

ARTICLE XI

USE RESTRICTIONS

Section 1. Enjoyment of Property: The Owners shall use respective properties to their enjoyment in such a manner not to offend or detract from other Owners' enjoyment of own respective properties.

Section 2. In Derogation of Law: No Owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington.

Section 3. Pets: Owners shall observe and obey the laws applicable to the residents of the City of Richland and of Benton County pertaining to care, control and husbandry of animals and pets.

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Section 4. Commercial Activity: There shall be no commercial activity by the members of this Association within the properties of this Association that detracts from the community in any manner or causes a disturbance to others, such as excess traffic, litter, or noise.

Section 5. Temporary Structures: No structure of a temporary character, such as a trailer or shack or other out-buildings, shall be used on any Lot at any time as a residence.

Section 6. Nuisances: No noxious or offensive activity shall be carried on upon any Properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Washington.

Section 7. Livestock and Poultry: No animals or livestock of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept according to provisions of Section 3 hereof..

Section 8. Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container.

Section 9. Sewer Disposal: No individual sewage disposal system shall be permitted on any Lot.

Section 10. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

Section 11. Water Supply: No individual water supply system shall be permitted on any Lot.

Section 12. Antennas: No radio or television antennas shall be placed on the exterior of any structure. A Member or a tenant who wants to install a satellite dish or any other over-the-air reception device on the exterior of any structure shall submit a written inquiry to the Board seeking its confirmation that the installation will comply with the Association's regulations concerning such installations.

Section 13. Storage Lot: All campers, trailers, boats, and snowmobile trailers are to be parked in storage lot areas. If at any given time the storage lot becomes full, the Association may give special permission for parking elsewhere.

ARTICLE XII

EASEMENTS

Section 1. Common Area: The entire Common Area shall be subject to an easement of access and enjoyment for all members of the Association.

Section 2. Utilities: All property, both private and the Common Area, shall be subject to an easement for public utilities of all types.

Section 3. Maintenance: Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a party wall and each Owner therein shall have an easement over the adjacent property for maintenance of exterior walls, roofs and sidings and this easement for maintenance shall run with the land.

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Section 4. Turn Around Area: An easement is hereby reserved at the interior of each Association-owned road, which has a dead end, sufficient to construct a turn-around area for use by vehicular traffic.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association may, after providing a Lot Owner with notice and an opportunity to be heard, assess one or more fines against that Lot Owner and record a lien against his or her Lot in the amount of those fines if that Lot Owner is found to have violated the Association's Covenants or its Rules and Regulations.

Section 2. Severability: Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot Subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. Any amendment must be properly recorded.

CLIPPER RIDGE HOME OWNERS ASSOCIATION

By: JAMES DURETT, President

STATE OF WASHINGTON)
) ss.:
COUNTY OF BENTON)

On this 21st day of February, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES DURETT, and acknowledged that instrument to be the free and voluntary act and deed of the Clipper Ridge Home Owners Association, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute the instrument on behalf of said Association.

Section 2 - CRHOA Covenants, Conditions and Restrictions

WITNESS my hand and seal affixed the day and year in this certificate above written.

TERESA LONNEKEK

Notary Public in and for the State of
Washington, residing at Richland
My commission expires: May 26, 2018

By: JOSEPH REYNOLDS, Secretary

STATE OF WASHINGTON)
) ss.:
COUNTY OF BENTON)

On this this 23rd day of February, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOSEPH REYNOLDS, and acknowledged that instrument to be the free and voluntary act and deed of the Clipper Ridge Home Owners Association, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal affixed the day and year in this certificate above written.

TERESA LONNEKEK

Notary Public in and for the State of
Washington, residing at Richland
My commission expires: May 26, 2018

**CLIPPER RIDGE HOMEOWNERS ASSOCIATION
AMENDED AND RESTATED BY-LAWS**

A By-Law is a rule or law established by an organization or community to regulate itself. A higher authority, generally a legislature or some other governmental body, establishes the degree of control that the by-laws may exercise. By-laws may be established by entities such as a business corporation, a municipality, or a neighborhood association, such as the Clipper Ridge Home Owners Association, which established these By-Laws in May of 1975.

Any changes or amendments to the By-Laws must be approved by the voting members as follows:

- Article XV, “Amendments,” Section 1. By-Laws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Each owner is allowed one vote for each lot they own. As a legally binding document, any changes or amendments to the By-Laws must be recorded with Benton County.

Note: In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Declaration (Covenants, Conditions and Restrictions) and these By-Laws, the Declaration shall control.

CLIPPER RIDGE HOMEOWNERS ASSOCIATION
AMENDED AND RESTATED BY-LAWS

ARTICLE I

NAME AND LOCATION

The name of the corporation is CLIPPER RIDGE HOME OWNERS ASSOCIATION, hereinafter referred to as the Association. The principal office of the corporation shall be located at 400 Clipper Drive, Richland, Washington, but meetings of members may be held at such places within the State of Washington, County of Benton, as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS

Section 1. “Association” shall mean and refer to CLIPPER RIDGE HOME OWNERS ASSOCIATION, its successors and assigns.

Section 2. “Properties” shall mean and refer to that certain real property hereinafter described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. “Common Area” shall mean and refer to all real property owned by the Association for the common use and enjoyment of the members of the Association and shall not include any areas dedicated to public use.

Section 4. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. “Member” shall mean and refer to every person or entity who hold membership in the Association as provided in Article III hereof.

Section 6. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract purchasers, but excluding those having an interest merely as security for the performance of an obligation.

Section 7. The term “real estate contract” shall not include an earnest money receipt and agreement and the terms “contract seller” and “contract purchaser” shall not include the parties to any such earnest money receipt and agreement.

Section 8. “Declaration” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties and recorded in the Office of the Auditor, Benton County, Washington.

ARTICLE III

MEMBERSHIP IN THE ASSOCIATION

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, which is subject by covenants of record to assessment by the Association, including contract purchasers, shall be a member of the Association; Provided, however, that if any Lot is held jointly by two or more persons, all such persons shall be members. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of or a contract purchaser's interest in any Lot which is subject to assessment by the Association. Upon transfer of the fee interest to or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a contract purchaser's interest in) any Lot, membership in the Association shall ipso facto be deemed to be transferred to the grantee, contract purchaser or new contract purchaser, as the case may be.

Section 2. During any period in which a member shall be in default in the payment of any assessment levied by the Association, the voting rights and rights to the use of the recreational facilities of such a member may be suspended by the Board of Trustees until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed 60 days for violation of any rules and regulations established by the Board of Trustees governing the use of the Common Area and facilities.

ARTICLE IV

PROPERTY RIGHTS – RIGHTS OF ENJOYMENT

Each member shall be entitled to the use and enjoyment of the Common Area and facilities in accordance with the terms set forth in the Declaration.

ARTICLE V

BOARD OF TRUSTEES – SELECTION AND TERM OF OFFICE

Section 1. Number: The affairs of this Association shall be managed by a Board of seven trustees who need not be members of the Association.

Section 2. Term of Office: At each annual meeting the members shall elect three (3) or four (4) trustees for two-year alternating terms.

Section 3. Removal: Any trustee may be removed from the Board with or without cause by a majority vote of the members of the Association. In the event of a death, resignation or removal of a trustee, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation: No trustee shall receive compensation for any service he may render to the Association. However, any trustee may be reimbursed for actual expenses incurred in the performance of Association duties.

Section 5. Action Taken Without a Meeting: The trustees shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all the trustees. Any action so approved shall have the same effect as though taken at a meeting of the trustees.

ARTICLE VI

MEETING OF TRUSTEES

Section 1. Regular Meetings: Regular meetings of the Board of Trustees shall occur without notice each month at such place and time as may be fixed from time to time by a resolution of the Board. Board meetings may be conducted in person or by a telephonic, video, or other conferencing process that provides all trustees the opportunity to hear or perceive the discussion and to comment. If a Board meeting date falls upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings: Special meetings of the Board of Trustees may be held when called by the president of the Association, or by any two trustees, after not less than three days written and electronic notice to each trustee.

Section 3. Quorum: A majority of the number of trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Meetings of the Board of Trustees may be conducted in whole or in part by telephonic, video, or other conferencing process if: (a) The meeting notice states the conferencing process to be used and provides information explaining how trustees may participate in the conference directly or by meeting at a central location or conference connection; and (b) The process provides all trustees the opportunity to hear or perceive the discussion and to comment. Each trustee who participates in a meeting by telephonic, video, or other conferencing process shall be considered present for the purposes of quorum.

ARTICLE VII

NOMINATION AND ELECTION OF TRUSTEES

Section 1. Nomination: Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman who shall be a member of the Board of Trustees, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election: Election to the Board of Trustees shall be by secret ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The nominees receiving the largest number of votes shall be elected. Cumulative voting, although permissible in the State of Washington, shall not be allowed in this Association.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

Section 1. Powers: The Board of Trustees shall have power to:

- (a) Adopt and publish Policies and Procedures governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) Declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Trustees; and
- (d) Employ a manager, an independent contractor, or such other employees as they deem necessary and to prescribe their duties.

Section 2. Duties: It shall be the duty of the Board of Trustees to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:

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- (1) fix the amount of the annual general assessment and the annual townhouse assessment against each Lot subject thereto at least the fifteen (15) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance of property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the Common Area to be maintained.

ARTICLE IX

COMMITTEES

Section 1. The Board of Trustees shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Trustees may appoint other committees as deemed appropriate in carrying out its purposes such as:

- (a) **An Activities Committee** which would advise the Board of Trustees on all matters pertaining to the recreational program and activities of the Association and would perform such other functions as the Board in its discretion determines.
- (b) **A Maintenance Committee** which would advise the Board of Trustees on all matters pertaining to the maintenance, repair or improvement of the Properties, and would perform such other functions as the Board in its discretion determines;
- (c) **A Communications Committee** which would inform the members of all activities and functions of the Association and which, at the direction of the Board of Trustees, would make such public releases and announcements as are in the best interests of the Association; and
- (d) **A Financial Committee** which would supervise the annual independent review of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article XI, Section 8(d). The treasurer would be an ex-officio member of the Committee.

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall reach a disposition of such complaints as it deems appropriate or refer them to such other committee, trustee or officer of the Association as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

Section 1. Annual Meetings: The annual Association meeting shall occur on the fourth Tuesday of October of each year at 7:00 PM Pacific Standard Time (PST) by such means (in-person or by a telephonic, video, or other conferencing process that provides all members the opportunity to hear or perceive the discussion and to comment) as may be fixed by the Board. In-person meetings will be held at the community Club House. Members shall be notified of the place and time of Association meetings and (if applicable) the necessary information to participate in those meetings directly or by meeting at a central location or conference connection by mail or by electronic transmission (if they have requested that form of notification) at least thirty days prior to the annual meeting. If the day for the annual Association meeting is a legal holiday, then that meeting shall be held at the same hour on the next day which is not a legal holiday.

Section 2. Special Meetings: Special meetings of the members may be called at any time by

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the President, by the Board of Trustees, or upon the request of Lot Owners holding at least one-tenth of the votes in the Association.

Section 3. Notice of Meetings: All relevant details pertaining to each Association meeting shall be provided to all members at least thirty days prior to the meeting date. Members may be notified by U.S. Mail or (if they have previously requested that form of notification) by electronic transmission to the most current addresses that they have provided to the Association. Meeting notices shall specify the time and place of the meeting, the manner in which the meeting will be conducted (in person, by a telephonic, video, or other conferencing process, or both), and the purpose(s) of the meeting. Meeting notices shall be provided to members in accordance with the procedures stated in the new Article XVI of the Restated By-Laws that is contained in this First Amendment.

Section 4. Quorum: The presence at the meeting of members entitled to cast, or of proxies entitled to cast one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Each member who participates in an Association meeting by telephonic, video, or other conferencing

process shall be considered present for the purposes of quorum.

Section 5. Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Voting:

- (1) Members may vote at a meeting in person, by electronic transmission, by written absentee ballot, or by proxy. The Association may also conduct a vote of the members without a meeting.
- (2) When a vote is conducted without a meeting, members may vote by ballot pursuant to subsection (6) of this section.
- (3) At a meeting of the members the following requirements apply:
 - (a) Members or their proxies who are present in person may vote by voice, show of hands, standing, written ballot, or any other method for determining the votes of members, as designated by the person presiding at the meeting.
 - (b) If only one of several owners of a Lot is present, then that member is entitled to cast all the votes allocated to that Lot. If more than one of several owners of a Lot are present, then the votes allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of that Lot's owners. There is a majority agreement if any one of the owners of a Lot casts the votes allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other owners of that Lot.
 - (c) Unless a greater number or fraction of the votes in the Association is required under this section, the Restated Declaration, another governing document, or applicable law, a majority of the votes cast determines the outcome of any action of the Association.

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(d) Whenever proposals or Board members are to be voted upon at a meeting, a member may vote by duly executed absentee ballot if:

- (i) The name of each candidate and the text of each proposal to be voted upon are set forth in a writing accompanying or contained in the notice of meeting; and
- (ii) A ballot is provided by the Association for such purpose.

(4) When a member votes by absentee ballot, the Association must be able to verify that the ballot is cast by the member having the right to do so.

(5) The following requirements apply with respect to proxy voting:

- (a) Votes allocated to a Lot may be cast pursuant to a directed or undirected written proxy duly executed by a member in the same manner as provided in RCW 24.06.110.
- (b) If a Lot is owned by more than one person, each owner of that Lot may vote or register protest to the casting of votes by the other owner(s) of that Lot through a duly executed proxy.
- (c) A member may revoke a proxy given pursuant to this section only by actual notice of revocation to the Secretary or the person presiding over a meeting of the Association or by delivery of a subsequent proxy. The death or disability of a member does not revoke a proxy given by the member unless the person presiding over the meeting has actual notice of the death or disability.
- (d) A proxy is void if it is not dated or purports to be revocable without notice.
- (e) Unless stated otherwise in the proxy, a proxy terminates eleven months after its date of issuance.

(6) The Association may conduct a vote without a meeting. In that event, the following requirements apply:

- (a) The Association must notify the members that the vote will be taken by ballot.
- (b) The notice must state:
 - (i) The time and date by which a ballot must be delivered to the Association to be counted, which may not be fewer than fourteen days after the date of the notice, and which deadline may be extended in accordance with (g) of this subsection;
 - (ii) The percent of votes necessary to meet the quorum requirements;
 - (iii) The percent of votes necessary to approve each matter other than election of Board members; and
 - (iv) The time, date, and manner by which members wishing to deliver information to all members regarding the subject of the vote may do so.
- (c) The Association must deliver a ballot to every member with the notice.
- (d) The ballot must set forth each proposed action and provide an opportunity to vote for or against the action.
- (e) A ballot cast pursuant to this section may be revoked only by actual notice to the Association of revocation. The death or disability of a member does not revoke a ballot unless the Association has actual notice of the death or disability prior to the date set forth in (b)(i) of this subsection.
- (f) Approval by ballot pursuant to this subsection is valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action.
- (g) If the Association does not receive a sufficient number of votes to constitute a quorum or to approve the proposal by the date and time established for return of ballots, the Board of Trustees may extend the deadline for a reasonable period not to exceed eleven months upon further notice

Section 3 - CRHOA By-Laws

to all members in accordance with (b) of this subsection. In that event, all votes previously cast on the proposal must be counted unless subsequently revoked as provided in this section.

(h) A ballot or revocation is not effective until received by the Association.

(i) The Association must give notice to members of any action taken pursuant to this subsection within a reasonable time after the action is taken.

(j) When an action is taken pursuant to this subsection, a record of the action, including the ballots or a report of the persons appointed to tabulate such ballots, must be kept with the minutes of meetings of the Association.

(7) In any vote of the members, votes allocated to a Lot owned by the Association must be cast in the same proportion as the votes cast on the matter by members other than the Association.

Section 7. Remote Meeting Participation: An Association meeting may be conducted in whole or in part by telephonic, video, or other conferencing process if: (a) The meeting notice states the conferencing process to be used and provides information explaining how members may participate in the conference directly or by meeting at a central location or conference connection; and (b) the process provides all members the opportunity to hear or perceive the discussion and to comment.

ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers: The officers of this Association shall be the president and the vice-president, who at all times shall be members of the Board of Trustees, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers: The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

Section 3. Term: The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he/she shall sooner resign, be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Multiple Officers: The offices of secretary and treasurer may not be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article, provided that no offices shall be held in derogation of the laws of the State of Washington pertaining to non-profit

corporations.

Section 8. Duties: The duties of the officers are as follows:

PRESIDENT

- (a) The president shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deed and other written instruments and shall co-sign all checks and promissory notes, except that checks may be co-signed by another member if authorized by the Board.

VICE-PRESIDENT

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

SECRETARY

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; and shall perform such other duties as required by the Board.

TREASURER

- (d) The treasurer shall receive and deposit in the appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association, keep proper books of account, cause an independent review to be performed of the Association books at the completion of 1996 and at least every three years thereafter and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members; and keep appropriate current records showing the members of the Association, together with their addresses.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments that are secured by a continuing lien upon the property against which the assessment is made. Assessments that are not paid on the due date are considered delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment will bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring legal action against the Owner. The Owner is personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action will be added to the amount of the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by the nonuse of the Common Area or the abandonment of her/her Lot.

ARTICLE XIII

BOOKS AND RECORDS

The books, records and papers of the Association will at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall coincide with the federal fiscal calendar year, beginning October 1st and ending September 30th.

ARTICLE XVI

NOTICES

Section 1. Notice to the Association, the Board of Trustees, or any member shall be provided to the recipient by personal delivery in a tangible medium, by U.S. Mail in a tangible medium, or by electronic transmission as provided in this section, PROVIDED THAT if this section requires different or additional notice requirements for particular circumstances, then those requirements shall apply. "Electronic transmission" or "electronically transmitted" means any electronic communication not directly involving the physical transfer of a writing in a tangible medium, but that may be retained, retrieved, and reviewed by the sender and the recipient of the communication, and that may be directly reproduced in a tangible medium by a sender and recipient. "Tangible medium" means a writing, copy of a writing, facsimile, or a physical reproduction, each on paper or on other tangible material.

Section 2. Notice in a tangible medium shall be provided as follows:

- (a) Notice to the Association or Board of Trustees shall be addressed to the Association's registered agent at its registered office, to the Association at its

Section 3 - CRHOA By-Laws

principal office shown in its most recent annual report, or to any other address provided by the Association to the members.

(b) Notice to a member shall be addressed to the address of their Lot unless that member has requested, in a writing delivered to the Association, that notices be sent to an alternate address.

Section 3. Notice in an electronic transmission shall be provided as follows:

(a) Notice to the Association, the Board of Trustees, or the members by electronic transmission is effective only upon those who have consented, in writing, to receive electronically transmitted notices and have designated the address, location, or system to which such notices may be electronically transmitted, provided that such notice otherwise complies with any other requirements of this section and applicable law.

(b) Notice under this subsection includes any materials that accompany the notice.

(c) Members who have consented to receipt of electronically transmitted notices may revoke this consent by delivering a revocation to the Association in writing.

(d) The consent of any member is revoked if the Association is unable to electronically transmit two consecutive notices and this inability becomes known to the Secretary or any 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.

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

Section 4. Notice is effective as follows:

(a) Notice provided in a tangible medium is effective as of the date of hand delivery, deposit with the carrier, or when sent by fax.

(b) Notice provided in an electronic transmission is effective as of the date it:

- (i) Is electronically transmitted to an address, location, or system designated by the recipient for that purpose; or
- (ii) Has been posted on an electronic network and separate notice of the posting has been sent to the recipient containing instructions regarding how to obtain access to the posting on the electronic network.

Section 3 - CRHOA By-Laws

Section 5. The ineffectiveness of a good faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting.

EXCEPT AS MODIFIED AND AMENDED HEREBY, the Restated By-Laws shall remain in full force and effect. This First Amendment to the Restated By-Laws shall take effect upon recording. The terms of this First Amendment to the Restated By-Laws shall control over and implicitly amend any inconsistent provision of the Restated By-Laws.

STATE OF WASHINGTON)

) ss.

COUNTY OF BENTON)

On this 26 day of September, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAN GALLAGHER and acknowledged this instrument to be the free and voluntary act of the Clipper Ridge Home Owners Association, for the uses and purposes mentioned therein, and on oath stated that s/he was authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal affixed the day and year in this certificate written above.

Sherry A. Fruge (Print name)

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

: Benton County

My commission expires: 12/29/2023

BOARD POLICIES AND PROCEDURES

In accordance with By-Law, Article VIII, Section 1(a), “Powers and Duties of the Board of Trustees,” the Clipper Ridge Board of Trustees has the power to “*adopt and publish Rules and Regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.*”

Rules and Regulations are considered Board policies and, as such, do not require approval by the Membership. References to the Articles of Incorporation (AOIs), By-Laws (BLs), and Covenants, Conditions, and Restrictions (CC&Rs) that apply are provided where applicable.

The Board is required, however, to provide Association Members with a copy of any new or revised Rules and Regulations as soon as is reasonably possible.

This version of the Rules and Regulations was approved at Board meetings during the summer and fall of 2021.

RULES AND REGULATIONS

References to Articles of Incorporation (AOIs), By-Laws (BLs), and Covenants, Conditions, and Restrictions (CC&Rs) are provided in support of the following Rules and Regulations, as applicable.

Current Rules and Regulations

General Conduct

Aesthetics, Safety and Noise

Use of Common Facilities

Reserving the Clubhouse

Storage Lots

Parking Vehicles

Animal Control – Pets Policy

Architectural Control and Exterior Maintenance

Fiscal Management

Townhouse Management

Resolving Delinquent

Assessments

Records Organization and Retention

Definitions

Forms

General Purpose Complaints Form

Clubhouse Reservation Request Form

Storage Lot Registration Request Form

Application for Architectural Committee Approval

Delegation of Rights Form

GENERAL CONDUCT

Members may submit a General Complaints Form to the Board when they feel the General Conduct Rules are not being properly adhered to. They may call a Board Member to discuss such action in advance. The Board of Trustees will not engage in nor consider complaints of criminal and/or civil actions between member(s) and/or tenants and/or guests of Clipper Ridge. Such activities are the responsibility of the member(s) and/or tenants and should be brought forward by the member(s) and/or tenants to the attention of the proper parties and/or authorities.

Owners shall use their property in a manner that will not offend or detract from other owners' enjoyment of their property. Owners shall not install, use or maintain any modification or enhancement to their home or property that disrupts, disturbs or inhibits any other owners ability to enjoy their property or live safe, productive and healthy lives.

Applicability of Rules: These rules apply to all Members of the Association and to their residents, guests and tenants.

Code of Conduct: All persons using the facilities are expected to use them in the manner for which they are designed and intended. Anyone using CRHOA facilities does so at their own risk. The Association, the Board of Trustees, and the Association Members are not responsible for accidents occurring on the Properties.

Member's Personal Responsibility: Each Member is responsible for his conduct and the consequences thereof while using the Association's facilities. In addition, each Member will maintain and support the policies set forth in these rules by preventing or reporting activities prohibited by these rules.

Members' Responsibility for Residents, Guests, Tenants and Pets: Members of the Association are responsible for the conduct of any resident (their children or children's friends) or guests they invite or allow to utilize the Association's facilities. They are also responsible for the proper management of their pets or their guest's pets. Non-Resident Home Owners are responsible for the conduct of any tenant, their tenant's guests or tenant's residents to whom the Member delegates the right of use and enjoyment of the Association's facilities. They are also responsible for their tenant's pets.

"Household Pet" Definition: The term "Household pet" (as seen in Article XI, Section 7 of CCNRS (Page19)) is defined as follows: A fully domesticated animal owned by you for the purposes of disability services or personal companionship, such as a dog (canine), cat (feline), reptile, a bird or a rodent. Household Pet does not include any type of horse, cow, pig, sheep, goat, chicken, rooster, turkey, insect, arachnid, pest, or captive fur-bearing animal, or any animal commonly kept for food or profit.

Section 4 – CRHOA Rules and Regulations

Delegation of Rights: Tenants (renters) have the right to the use and enjoy properties and facilities of the Association when a *Delegation of Rights form* is submitted to the Board by the non-resident owner who owns the lot upon which the tenant resides. Any Member who delegates their rights of use and enjoyment to his/her tenant relinquishes such rights to his own use and enjoyment.

Reporting to the Architectural Committee: Members are required to submit, for approval by the Architectural Committee, any proposed outside changes to the appearance of their house or yard, including paint color, additions, fences, and major changes to landscaping.

Smoking: Smoking, including use of e-cigarettes and vaporizers, is prohibited within 25 feet of all Clipper Ridge indoor and outdoor common facility areas, including the pool.

Age Restrictions: No person under 16 years of age may use the clubhouse or the pool unless accompanied by a Member, a delegated tenant, or a resident over the age of 16 years of age.

Residents' Rights to Outside Facilities: With the exception of the clubhouse and pool, any resident, such as the child of a Member, may use the other Clipper Ridge facilities without the presence of a Member. They may also invite guests to accompany them in using those facilities. However, the Member with whom the resident dwells will be responsible for any damage that may result from the use of those facilities by the resident or the residents' guest.

Responsibility of the Board of Trustees: The Board of Trustees will consider all reported instances of misconduct. In its discretion, the Board will investigate and/or initiate actions for recovery of damages resulting from misconduct. The Board of Trustees will not engage in nor consider complaints of criminal and/or civil actions between member(s) and/or tenants and/or guests of Clipper Ridge. Such activities are the responsibility of the member(s) and/or tenants and should be brought forward by the member(s) and/or tenants to the attention of the proper parties and/or authorities.

Fines: The Association may, after notice and an opportunity to be heard, assess fines against a Member if that Member or that Member's tenants violate these Rules and Regulations. Any fines assessed will be added to the Member's monthly dues and may be recorded as a lien on the Member's lot.

- First violation: Verbal and/or written notice.
- Second violation: Up to \$100 and loss of Clubhouse privileges.
- Third violation: Up to \$300 and loss of Clubhouse privileges.

AESTHETICS, SAFETY AND NOISE

Reference: CC&R Article XI, Sections 1 and 8.

Streets: Clipper Ridge streets are owned by the Home Owners' Association and are not maintained by the City of Richland. Residents are expected to maintain the street next to their property by removing trash and litter and sweeping up curbside dirt and debris.

Litter: Litter is removed from Association grass and perimeter areas during the mowing season, but not during the rest of the year. It is not removed from other Association property such as the tennis courts, volleyball court, vehicle storage areas, and playground at Association expense at any time during the year. Residents shall refrain from littering, and they are asked to pick up any litter they find and admonish anyone found littering Association property.

Yard Care: Owners shall use their property in a manner that will not offend or detract from other owners' enjoyment of their property. Residents shall maintain their yards in a presentable manner including periodically mowing the grass during the growing season; watering as needed; removing dead plantings; and picking up leaves, litter and debris so it does not blow onto their neighbors property.

Decks: All owners are required to ensure that any ground level decks affixed to their homes have a permanent rodent and pest barricade installed around any exposed openings underneath the decking to prevent animals, pets, pests, rodents and wildlife from forming nests and/or permanent living spaces within the decking. Decking barricades shall not have any gaps larger than 4 inches in diameter. Failure to do so may result in fines or costs associated with rodent and/or pest removal.

Refuse Cans/Trash: All trash, garbage or other waste shall be kept in sanitary containers. Residents shall promptly and properly dispose of any trash on their property. Refuse cans left in the open are aesthetically unpleasing and can potentially lose their contents through wind and animal tampering. Residents shall keep refuse containers in their garages/carports or in a fenced-off area on the side or rear of their home. Note: Members shall seek approval from the Board to park large dumpsters for more than one day anywhere in Clipper Ridge.

Visibility: Residents living at each of the three street entrances to Clipper Ridge and at each cul-de-sac entrance shall keep their trees, shrubs, and other plantings sufficiently trimmed to assure that street signs are visible and that traffic entering or leaving has a clear view of approaching vehicles and people, especially children.

Speeding: Residents and their guests shall observe, at all times, the posted speed limit of 10 mph on Clipper Ridge streets and be alert for pedestrians and children who may be playing in the streets.

Section 4 – CRHOA Rules and Regulations

Noise: Residents shall observe §9.16.045 of the Richland Municipal Code, which makes it a misdemeanor to cause a “public nuisance noise.” Residents are asked to be considerate of their neighbors by keeping barking dogs inside and music and outside noise to a reasonable level.

Pets: Refer to the guidelines set forth in the section on Animal Control/Pet Policies for responsibilities regarding pets.

USE OF COMMON FACILITIES

Reference: By-Law Article VIII, Section 1 and CR&Rs Article VI, Section 1.

Clubhouse

Hours of Use: The Clubhouse is open for use by Members of the Association, their residents, guests and tenants during the hours of 5:00 AM to 11:00 PM, Sunday through Thursday, and 5:00 AM to 1:00 AM, Friday and Saturday. Access to the clubhouse at other times is controlled by a security service, or alternately by an electronic system, which energizes alarms and locks doors. Hours may be extended with prior approval of the Board and special arrangements with the security system vendor to adjust the alarm system. Members who violate the clubhouse hours resulting in security response will be responsible for payment of any security response fees. Please note that security cameras constantly record all activities in and around the clubhouse.

Use and Care of Equipment: Members and residents using the Associations' equipment are responsible for seeing that it is used in a proper manner and returned to its proper place. Damaged equipment should be reported to the Board of Trustees. Any expenses for damage resulting from improper use will be assessed to the responsible Member and is subject to all assessment enforcement means defined within the governing documents.

Use of the Pool Table and Ping-Pong Tables: Use of the pool and Ping-Pong tables will be limited to thirty (30) minutes per person or group of persons when others are waiting to use the same facilities.

Keys: The Association charges a \$25.00 fee for the first key-card issued to a Member. Non-resident owners are responsible for the transfer of their key-card to any tenant who has been granted a delegation of rights. Keys will be limited to one (1) per household. Lost keys will be deactivated at the time of replacement.

Use of Saunas: Saunas may be used by men and women jointly after 9:00 PM, with discretion.

Revocation of Privileges: Member's rights to access the Clubhouse will be revoked at any time their assessment payments are past due and access will be reinstated when the account is brought current. Member's access may also be suspended for a period of up to sixty (60) days for violations of Association rules or regulations.

Pets: Pets, other than guide or support animals, are not allowed in the Clubhouse.

Smoking: Smoking is prohibited within 25 feet of the Clubhouse.

Section 4 – CRHOA Rules and Regulations

Limitation on guests without a Clubhouse reservation: Eligible members and tenants with no currently delinquent HOA dues and an active clubhouse access card are allowed up to 10 guests in the Clubhouse and pool area at any time without a reservation. For parties of 10 guests or more per eligible member/tenant with active Clubhouse access, Clubhouse reservations will be required. Please refer to the Reserving the Clubhouse section of the Rules and Regulations (page 10) for rules on reserving the Clipper Ridge Clubhouse.

Swimming Pool and Surrounding Area

Swimmers' Responsibility: Swimmers use the pool at their own risk and should observe prudent safety rules at all times. The Association assumes no liability for those using the swimming pool.

Pool Rules: Pool rules are posted in the swimming pool area. Members and residents are responsible for knowing and following these rules at all times.

Glass Containers: Glass containers are strictly prohibited in the indoor and outdoor swimming pool areas.

Alcoholic Beverages: Alcoholic beverages may be consumed in the pool area with discretion. Intoxicated persons will be asked to leave the area. It is against the law to be publicly intoxicated.

Lifesaving Equipment: A floating life-preserver and a pole are located in the pool area for emergency use only. A first-aid kit, properly maintained by the Association, is available in the pool area at all times.

Pets: Washington State law prohibits pets in a common pool area. Pets, other than guide or support animals, are prohibited in the clubhouse and swimming pool areas.

Smoking: Smoking, including e-cigarettes, in any area of the pool is strictly forbidden. Washington State law prohibits smoking within 25 feet of publicly shared buildings (70.160.075 RCW).

Outside Facilities

Tennis Courts: Rules for use of the tennis courts are posted on the courts. Please read and observe them. When others are waiting to use the courts, play is limited to one set of singles, two sets of doubles, or forty-five (45) minutes, whichever is shorter. All activities other than tennis are strictly prohibited on the courts. Tennis courts are intended solely for the use of resident Members, and their guests. Non-residents must be accompanied by a Member to use them.

Volleyball and Basketball Courts: When others are waiting to use the courts, play is limited to one (1) hour play time. All activities other than volleyball or basketball are strictly prohibited on these courts, which are intended solely for the use of resident Members, and their guests. Non-residents must be accompanied by a Member to use them.

RESERVING THE CLUBHOUSE

References: By-Law Article VIII, Section 1 and CCRs Article VI, Section 1.

Any Member of the Association may request exclusive use of the main floor of the Clubhouse for personal gatherings. Use of the clubhouse by Non-Members is not allowed.

Personal use does not:

- include gatherings for the benefit or activities of an incorporated organization, even if the Member is affiliated with that organization.
- limit other Members' use of bathrooms, weight room, pool or pool area.

Members and residents in good standing may request exclusive personal use of the clubhouse subject to the following conditions:

Limitations of Clubhouse Requests

- The Board of Trustees will review, for approval, all requests for use of the Clubhouse on holidays and holiday weekends.
- Parties for children and youth must maintain a ratio of 1 adult for every 10 children
- Fundraising activities are not allowed and admission cannot be charged except that the association is permitted to charge admission to groups or conduct fundraising activities to benefit the association.
- The clubhouse may not be requested in the name of the Member for a non-Member function.
- The Member granted permission to use the clubhouse must be in attendance for the entire time requested.
- Members are limited to reservations for groups of 40 to 80 once every calendar year.
- Groups of 80 or larger are not allowed. The Association is the only entity allowed to use the Clubhouse for activities involving more than 80 people.
- Reservations are limited to six (6) hours. The Association is the only entity allowed to use the clubhouse for more than 6 hours at a time.

Deposits

A damage deposit of \$100 is required for all events. The damage deposit check will be returned or destroyed, in accordance with the Member's wishes, after the clubhouse has passed inspection following the event. Any additional cleaning costs will be deducted from the deposit. Any

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damages in excess of the damage deposit will be charged to the Member and may affect future reservation requests.

Non-Refundable Fees

A non-refundable fee of \$25 will be charged for groups of 10 to 40 guests. A non-refundable fee of \$50 will be charged for groups of 41 to 80 guests. Both the fee and deposit must be submitted at the time of reservation.

Cleaning

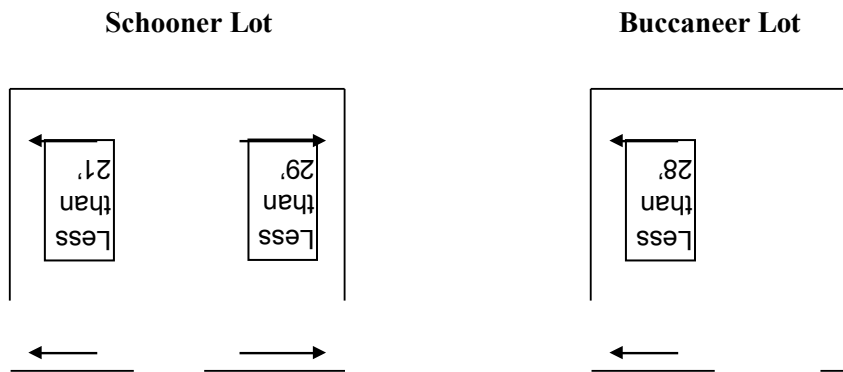
Members are responsible for cleaning the clubhouse after the event in accordance with the clean-up check list provided in the Clubhouse. Cleaning equipment and supplies are provided by the Association.

STORAGE LOTS

Reference: CCRs Article XI, Sections 1 and 13.

Storage Lots are maintained by CRHOA for the purpose of storing vehicles that are restricted from parking on Clipper Ridge streets (see Vehicle Parking). All vehicles and equipment parked within storage lots must be registered with and approved by the Board.

Two storage lots are designated on common property, one each on Schooner and Buccaneer. Vehicles will be parked in parallel to each other and perpendicular to the entrance to the lot, and will not be longer than the maximum length stipulated in the following illustration.



Owner Liability: Vehicle owners are responsible for any damage or loss to their property while stored in a common storage lot. CRHOA assumes no liability for any losses or damage from any cause, direct or incidental, to property while it is in a common storage lot.

Vehicle Restrictions: Vehicles that may be stored in common lots include watercraft, campers, camping trailers, recreational vehicles, utility trailers, etc. Vehicles must be in working order, currently licensed and periodically used. Only Members or their current tenants will be granted permission to use the common storage lots.

Registration Process: To store a vehicle in a common storage lot, Members or their current tenants must obtain approval by submitting a Storage Lot Registration form to the Board. The registration form will include the owner's name, address, description of vehicle, license number and expiration date. The Board or designee will maintain the registration form and will be responsible for periodic audit of the vehicles parked in these lots. The parking rental fee is \$20 monthly. If the parking is temporary and less than 30 days, the fee is \$5.

Enforcement Procedures

Written Notice of Violation: If a registered vehicle owner has unpaid rental fees for 90 days, the Board or designee will provide a written notice of the violation to the vehicle's registered owner. A copy of the notice will be attached to the windshield of the offending vehicle the same day and it may result in action from the Board. If the violator is a non-registered renter, both the renter and homeowner will be notified. If the violator is a non-registered non-resident owner and can be

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identified, a notice will be attached to the windshield of the offending vehicle, and it may result in towing if not moved after the deadline indicated in the written notice. The first violation notice will allow 7 days to take care of the violation or to submit an appeal.

Towing: If the offending vehicle remains after the deadline indicated in the written notice the vehicle is subject to tow without further notice at the expense of the vehicle owner. The Board or designee will contact the towing company.

Extenuating Circumstances: If extenuating circumstances exist, the responsible Member will present all related facts in writing to the regular business mailing address of CRHOA. The Board will consider such information within 7 calendar days. As a result of this process a temporary exception may be granted. A written exception agreement will be created and signed by 2 Board Officers and the responsible Member. The agreement must be contingent on the following conditions, which will be specified in the agreement:

- Date of agreement
- Vehicle description and license number
- Vehicle's registered owner
- Responsible Member's name and address
- Description of extenuating circumstances
- Date the violation will be remedied
- A statement that no further notices will be given. If the violation remains on the date indicated in the agreement, the vehicle will be towed at the vehicle owner's expense.

Right of Appeal: Members have the right of appeal. The Board must receive such appeal in writing, to the regular business mailing address before the notice deadline. If the vehicle belongs to a member's family or renter, the Member must make the appeal. Once an appeal is received, the Board will address the appeal at the next regularly scheduled meeting of the Board to review the matter with the member. During the period from receipt of appeal to the appeal meeting, all related fines will be suspended. The Board's decision on the appeal is final. If the appeal is rejected, towing and fining provisions become effective immediately.

PARKING VEHICLES

Reference: CRRs Article XI, Section 13 and Article XII, Sections 2 and 4.

To assure that Association properties are available and assessable by private owners and by public utilities and emergency equipment of all types and each dead end has sufficient turn-around for use by all vehicular traffic.

Restrictions: Boats, motor homes, trailers or large trucks may not be parked in the street. They must be registered with CRHOA and parked in one of the CRHOA Storage Lots.

Parking: Parking of other vehicles on the streets within CRHOA should be avoided whenever possible. Residents are expected to use their garages and personal driveways for their cars and are expected not to block other home owners from accessing their properties. If necessary, residents may park one vehicle on the street or, if registered with the Board, in one of the Storage Lots.

Condition of Property: Commercial vehicles, vehicles without current license tabs and vehicles not in working order may not be stored in the Storage Lots or parked on the streets.

Towing Expenses: Vehicles that do not meet the requirements above will be towed at the owner's expense, following advance notification from the Board.

Commercial Business: No commercial business involving automobiles, their rental or repair is allowed in Clipper Ridge.

Townhouse Parking Strips: Parking strips at the end of the townhouses are for use by townhouse owners only. Each townhouse is allowed one parking slot.

ANIMAL CONTROL – PETS POLICY

Reference: CC&R Article XI, Section 3.

The following is to ensure that Clipper Ridge guidelines are in accordance with the City of Richland's Municipal Code Chapter 7.03 for Animal Control. The City of Richland may be contacted Monday through Friday from 9 :00 a.m. to 5:00 p.m. at the following phone numbers.

Tri-Cities Animal Control/Animal Shelter – (509) 545-3740
Richland Code Enforcement/Barking Dogs – (509) 942-7739

All residents, members, tenants and guests are required and expected to know, understand, observe and adhere to Title 7.03 of the City of Richland Municipal Code relating to the keeping of pets and animals within City limits at all times in all areas of the Clipper Ridge Community grounds.

Pets are not allowed inside the Clubhouse or pool area at any time.

The tennis courts and Clubhouse are strictly off limits for pets, unless they are being used as handicapped or escort dogs.

These rules are enacted for the safety and well-being of all Clipper Ridge residents. The Board of Trustees has the right and responsibility to issue fines to those who do not follow them.

Concerned residents may also submit a Complaint form to the Board of Trustees. Forms may be found in the Clubhouse and placed in the suggestions box. The Board will apprise you of their actions.

Complaint Schedule:

- First violation: Verbal and/or written notice to the board.
- Second violation: Written notice to the board and subsequent notification to Animal Control
- Third violation: Complainants will be directed to contact Animal Control

ARCHITECTURAL CONTROL AND EXTERIOR MAINTENANCE

Reference: BL, Article IX, Section 1 and CC&R, Article IX, Section 1 and Article X.

Architectural guidelines are defined to ensure structures and landscapes in Clipper Ridge are designed and maintained in a manner that enhances property values and maintains the general character, quality, consistent color scheme and overall compatibility within the Community.

Board Responsibilities: The CRHOA Board is responsible for ensuring that homeowners meet those responsibilities in accordance with the CC&Rs. The Board is also responsible for appointing an Architectural Control Committee (ACC), which is responsible for evaluating Member submissions for major changes to landscaping, fencing, roofing and painting of houses in Clipper Ridge. The following includes general guidelines for obtaining approval from the Committee

Member Responsibilities: Members of Clipper Ridge are responsible for maintaining their properties in a manner that preserves the appearance of their homes and the overall value of the Community. They are also responsible for obtaining approval from the ACC for any major changes in the landscape, fencing or paint color of their homes before work commences.

In the event an owner fails to maintain their premises in a satisfactory manner, the Board has the right and responsibility to repair, maintain, and restore the property and may place a lien upon the property to pay for the improvements.

Landscaping: Landscaping plans should conform to established patterns in Clipper Ridge, blending well with the landscaping located on adjacent lots and not, in any manner, blocking or interfering with the established Clipper Ridge greenbelt system.

Painting: Architectural Control Committee (ACC) approval is required for painting any exterior part of the home. Color samples must be submitted along with a detailed description of where the colors are to be applied (trim, body, and doors, etc.). There are no “pre-approved” paint colors. The ACC will consider the color schemes of homes within the neighborhood and current paint trends to determine the consistency of the selected colors. No extreme hues such as neon colors will be accepted. Colors must follow existing architecture (It is recommended that no more than 6 different colors be used at a time). If you are painting your home the same color, no ACC approval is needed. Paint colors have evolved since Clipper Ridge was originally developed. Please keep this in mind as the community's goal is to keep Clipper Ridge attractive and updated to support house values. A tour of the subdivision is the best source of guidance on this subject. Houses and townhomes found in violation of these rules will be subject to review by the CRHOA Board.

Section 4 – CRHOA Rules and Regulations

Submitting an Application for Approval to the Architectural Control Committee (ACC)

Application forms may be found in the forms section of this document. All submissions must be made in writing.

General Guidelines

Privacy screen or dog run enclosure plan submissions must include:

1. A description of the material to be used;
2. Color samples for paint or stain;
3. A drawing of the proposed design, clearly showing all dimensions, including height.
4. A plot plan showing the placement of the house on the lot in question and the proposed location of the privacy screen or dog run enclosure.

Landscaping plan submissions must include:

1. A plot plan showing the placement of the house on the lot in question and the proposed types of landscaping on the balance of the lot with each type (tree, shrub, climber, etc.) clearly labeled;
2. A description of the plants and other materials to be used.

House color submissions must include:

1. A description of the type of material to be used such as semi-transparent stain, heavy-bodied stain, latex paint, semi-gloss enamel, etc.
2. Color samples for each type of material
3. A description of the painting plan indicating where each color or type will be used, e.g. olive semi-transparent stain for siding and bronze heavy-bodied stain for fascia materials and trim.

To avoid unnecessary delay in the approval process, include all requested information, such as paint samples, and do not request approval for clearly prohibited items. Incomplete submissions will be returned.

The Architectural Control Committee will contact you regarding any problems with the submission and/or will mail a written reply, normally within seven business days from the date of submission.

FISCAL MANAGEMENT

Reference: AIC, Article IV and CCRs, Article VII.

ANNUAL BUDGET

To ensure adequate planning for annual expenses, the Board of Trustees will prepare or cause to be prepared an annual operating budget which includes; estimated revenue and expenses, and identification of total cash reserves. The budget, which will be presented at the annual membership meeting, will identify the following expenses:

- Operating Expenses
- Contingency fund
- Reserve Fund

Operating Expenses: Operating expenses include anticipated annual expenses such as fixed costs (i.e. taxes, insurance), operating costs (i.e. utilities, goods, services, minor repairs and maintenance), and services (i.e. legal, accounting, and managerial). Goods, repairs and maintenance which qualify under operating expenses must have a cost less than \$500 and expected useful life of less than 3 years.

Contingency Fund: To accommodate funding of un-budgeted operating costs, a contingency fund equal to 10% of the annual operating budget will be maintained. Use of contingency funds must be approved by the Board of Trustees.

Reserve Fund: A Reserve Fund is required by state law to provide long-term planning and funding projections for the maintenance, repair and/or replacement of major common-area components. It is a 30-year plan that is reviewed and updated by the Board on a yearly basis and reported to the Membership during the Annual Report and Budget Approval Meeting. The Association is obtaining periodic professional reserve study updates in compliance with the requirements of state law.

Reserve Funds are to be used only for the purposes identified in the Reserve Study. The Board will notify the Members of planned purchases over \$5,000 at least 30 days in advance of their purchase, except in emergency situations.

TOWNHOUSE MANAGEMENT

Reference: CC&Rs Article I, Section 9 and Article VII, Sections 1, 4 and 5.

The CRHOA Board has adopted this policy to ensure that Members understand the Board procedure for collecting, holding and distributing the assessments for townhouse painting and roofing needs.

Townhouse Committee

The Clipper Ridge Townhouse Committee (TH Committee) is responsible for assessing the need for, and costs to, paint, repair, or re-roof the townhouses and they are responsible for requesting funds from the Board to complete those activities. The TH Committee is also responsible for communicating any unusual problems or conditions relating to the condition and care of the common areas adjacent to the townhouses.

Makeup of the Townhouse Committee

The TH Committee is made up of 2 to 3 individuals living in, or owning a townhouse. TC Committee Members will appoint a Chair who must be an owner/occupant of a Clipper Ridge townhouse. If no one volunteers as Chair, the President of the Board will appoint a Chair. The Chair is responsible for recruiting the other Members of the TH Committee.

The Chair of the TH Committee will attend CRHOA Board Meetings as requested by the Board President.

Townhouse Committee Meetings

TH Committee meetings will be scheduled at the discretion of the Chair, the Board President or any committee member. The TH Committee is responsible for recording and forwarding the minutes of all TH Committee meetings to the Board for retention and any necessary action.

RESOLVING DELINQUENT ASSESSMENTS

Reference: By-Law, Article VIII, Section 2; CC&Rs Article VII, Sections, 9, 10 and 11. Section 64.38.020(11) of the Revised Code of Washington allows Homeowner Associations to impose charges for late payments.

Amounts payable to the Association include, but are not limited to, regular assessments, special assessments, rules enforcement fees, legal fees and other costs associated with collection of funds on behalf of the Association. To ensure consistent and predictable cash flow for the Association and equitable application of assessment collection, the Board will resolve delinquent assessments as follows:

PAYMENT SCHEDULE

The regular assessment is payable, in advance, on the 1st day of each month. In accordance with CC&R VII, Section 11, any assessment not paid or postmarked within 30 days of its due date will bear 12% interest per annum.

LATE FEES, NSF (Non-Sufficient Funds) and INTEREST CHARGES

- On the last day of each month, overdue fees will begin to accrue on the amount owed at a 12% fee until paid in full. This amount will be reflected on monthly invoices.
- A \$30 NSF (Non-Sufficient Funds) charge will apply to any returned check.
- All fines, costs and expenses necessary to enforce the Delinquent Assessment Policy, including legal fees, will be levied against the property owner and will be an assessment against the owner's property and subject to all lien and collection powers of the Association.

ORDER OF CREDITING PAYMENTS

Payments received will be first applied to assessments owed, then to late charges, interest, or collection expenses.

PROCESS FOR DELINQUENCY NOTIFICATION

For all balances that are past due, the following notification process applies:

- **First Notice:** First Notice of Past Due Charges including detail of assessments, late fees, NSF charges, interest and other charges that apply will be sent by First Class Mail (or door posting for residential owners) to an owner whose balance is past due on the 20th of the month the payment is due. Owners will also be notified electronically if they have provided electronic notification consent.

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- **Second Notice:** Second Notice of Past Due Charges including detail of assessments, late fees, NSF charges, interest and other charges that apply will be sent by First Class Mail (or door posting for residential owners) to an owner whose balance remains past due on the 20th of the following month. Owners will also be notified electronically if they have provided electronic notification consent.
- **10-Day Demand:** 10 Day Demand for Payment including detail of assessments, late fees, NSF charges and interest charges that apply will be sent by First Class Mail to an owner whose balance is sixty (60) days past due. This Notice will recite intent to turn the matter over to an agency or attorney for collection enforcement if balance is not paid within 10 days. Attorney actions include but are not limited to filing a lien against the owner's property, a personal judgment against the owner and property foreclosure. Owners will also be notified electronically in addition to First Class Mail.

LEGAL SERVICES

If a delinquent account is referred to an attorney for collection, the owner will be charged the Association's attorney fees and related costs.

ASSOCIATION PRIVILEGES

Association privileges will be revoked when any assessment installment becomes 30 days past due. Clubhouse access cards will be deactivated. All voting rights in the association will be suspended. Privileges will not be reinstated until all past due amounts are paid in full including any interest and fees.

RECORD ORGANIZATION & RETENTION

Reference: By-Laws: Article VII, Section 2; Article XI, Section 8, and Article XIII.

To ensure accurate historical records of CRHOA business activities the following schedule of record retention and organization format will be maintained:

| Subject | Years to Keep |
|---|---------------|
| Communications | |
| Correspondence | 3 |
| Newsletters and Member Notices | 4 |
| Financial Records | |
| Annual Budget | 2 |
| Assessment Records | 2 |
| Auditors Reports | Permanently |
| Balance Sheets | Permanently |
| Bank Statements & Reconciliations | 4 |
| Bank Deposit Slips | 4 |
| Financial Statements-Monthly/Quarterly | 4 |
| Financial Statements – Annual | Permanently |
| Income Tax Returns | Permanently |
| Inventory Lists | 4 |
| Invoices on Assets | Permanently |
| Invoices – Supply/Services | 4 |
| Reserve Study | Permanently |
| State and Federal ID Numbers | Permanently |
| Governing Documents (including revised versions) | |
| Articles of Incorporation | Permanently |
| Declaration of Covenants, Conditions and Restrictions | Permanently |
| Bylaws | Permanently |
| Architectural Guidelines | Permanently |

Section 4 – CRHOA Rules and Regulations

| | |
|--|-------------|
| Policies | Permanently |
| Rules & Regulations | Permanently |
| Insurance | |
| Accident Reports | 6 |
| Claims – Open | Permanently |
| Claims – Closed | 4 |
| Fire Inspection Reports | 6 |
| Insurance Policies | 6 |
| Legal | |
| Legal Correspondence | Permanently |
| Legal Files | Permanently |
| Maintenance and Facility Records | |
| Blueprints & Plat Maps | Permanently |
| Contracts | 4 |
| Related Correspondence | 4 |
| Warranties – Expired | 2 |
| Warranties – Current | Permanently |
| Meetings | |
| Annual Homeowners Meeting Notices | 2 |
| Annual Homeowners Meeting Ballots | 4 |
| Annual Homeowners Meeting Proxies | 4 |
| Annual Homeowners Meeting Minutes | Permanently |
| Board Meeting Minutes | Permanently |
| Committee Reports | Permanently |
| Personnel | |
| Employee Files | 4 |
| Payroll Records | 4 |
| Procedure Manuals | Permanently |
| State & Federal Unemployment Tax Records | 6 |
| State & Federal Withholding Taxes | 6 |

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(The above is based on Federal Publication: Compliance Guide for Tax-Exempt Organizations)

Permanent Records

At the conclusion of each Board term records for the current year will be compiled by the Board Secretary and stored in an organized manner. Annual record notebooks will include; a) Membership roster, b) Board Member list, c) meeting minutes, d) financial statement and balance sheets, e) newsletters, and f) correspondence.

Invoices on Assets Purchase and Maintenance

Paid invoices will be filed in the appropriate asset file. These files will be maintained as long as the asset is owned by the association.

DEFINITIONS

Association: Association will mean and refer to the Clipper Ridge Home Owners Association (CRHOA).

At-Heel: A dog will be deemed to be “at heel” during such times as the dog is positioned and controlled in such a manner as to remain within a distance of two (2) feet from its owner or other competent person having charge of such dog.

Board of Trustees: The elected executive body of the Association.

Cat: Cat means, and includes, female, spayed female, male and neutered male cats.

Common Area: All real property owned by the Association for the common use and enjoyment of the Members of the Association and will not include any areas dedicated to public use.

Clubhouse Compound: The common area occupied by the clubhouse, swimming pool and fenced enclosure attached to the clubhouse.

Dog: Dog means, and includes, female, spayed female, male and neutered male dogs.

Facilities: All real and personal property owned by the Association.

Guest: Any person who is neither a Member nor a resident and who is entertained within the common area by a Member.

Member: Every person or entity that holds membership in the Association as provided in Article III of the By-Laws and Article IV of the Declaration of Covenants.

Member in good standing: A Member whose assessments are current and whose privileges have not been revoked.

NRO – Non-Resident-Owner: An owner who does not live in the home, but may rent or lease their residence to someone else.

Outside facilities: Common areas and facilities outside of the clubhouse compound.

Owner: The owner of record, whether one or more persons or entities, of a fee simple title to any lot which is part of the Properties, including contract purchasers, but excluding those having an interest merely as security for the performance of an obligation.

Personal property: All items (other than the real property) used in the operation and activity of the common area and facilities.

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Properties: Certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Resident: Any person who is not a Member and who is domiciled with a Member on the Properties.

Rights: The right to use the Association's common areas, facilities and equipment.

Tenant: Any person residing on the properties under the terms of a lease or rental agreement.

Townhouse: Any dwelling that has a part wall in common with another dwelling.

Swimming pool area: The swimming pool and adjacent concrete and tile surfaced area.

Forms

- General Purpose Complaint Form
- Clubhouse Reservation Request Form
- Storage Lot Registration Form
- Application for Architectural Committee Review
- Delegation of Rights Form

CRHOA – General Purpose Complaint Form

All complaints are kept confidential

Date of Report: _____

Date of Complaint Activity: _____

Location: Park___ Private Property___ Townhouse Area___ Tennis Courts___ Other _____

Type of Complaint: Animal: _____ Property: _____ Vehicle: _____ Personal: _____ Other: _____

Complaint: _____

Is this a recurring complaint? If yes, please describe:

If an animal, please describe the animal and list owner's name if available.

If a vehicle, please list the vehicle license plate and owner's name and address, if known.

Member Submitting Complaint Form (will be treated as
confidential) Name: _____

Address: _____

Phone: _____ E-Mail: _____

Deposit this form in the CRHOA Drop Box in the Clubhouse entrance. The Board will contact you if more information is needed and will inform you within 30 days of receipt of the complaint regarding the actions taken in response to your report. The Board of Trustees will not engage in nor consider complaints of criminal and/or civil actions between member(s) and/or tenants and/or guests of Clipper Ridge. Such activities are the responsibility of the member(s) and/or tenants and should be brought forward by the member(s) and/or tenants to the attention of the proper parties and/or authorities.

CRHOA - Clubhouse Reservation Request Form

This request is for exclusive use of the clubhouse. Exclusive use applies only to the main floor area and does not limit other Members' use of bathrooms, weight room, pool or pool area. To request the clubhouse:

1. Check CRHOA calendar on-line at, goo.gl/K1C5Ax for availability.
2. Deposit this form and two checks (Appropriate fee and \$100 deposit) in the Clubhouse reservation box.
3. Email clipperridge73@gmail.com to verify the date is confirmed for your event.
4. If serving liquor, ask the Washington State Liquor Control Board if a Banquet Permit is required.

Today's Date: _____

Member's Name: _____

Request may be made by Member for personal use only

Address: _____ **Phone:** _____

Event Date: _____ **Event Time:** _____ **to** _____
(6 hours or less)

Number of guests expected: _____

10 – 40 Attendees:

- Fee \$25
- Deposit \$100

41 – 80 Attendees:

- Fee \$50
- Deposit \$100
- Requires Board approval
- Members are limited to one event this size per year

Conditions:

- **Deposit** will be returned or destroyed, according to Member's wishes, when the clubhouse has been inspected and approved after the event. Any damage or additional cleaning costs will be deducted from the deposit. Damage in excess of the deposit will be assessed to the Member.
- **Cleaning** of the clubhouse after the event is the responsibility of the Member.
- **Member reserving the Clubhouse must be present** at all times during the event
- Parties for **children** and **youth** must maintain a ratio of 1 adult per 10 children
- **No fundraising** activities are allowed and admission cannot be charged.

I agree to abide by the conditions of CRHOA's Clubhouse Use Policy, and I accept responsibility for any damage or cleaning costs resulting from this event.

Please destroy my deposit check after inspection is completed.

☐ **Please return my deposit check after inspection is completed.** (*A self-addressed, stamped envelope must be provided with this reservation*)

Member's Signature

Date

CRHOA Storage Lot Registration Request Form

**\$20
Monthly
Rental Fee**

Lot _____ Space _____

Date _____ Vehicle Type _____

Description _____

License number _____ (**License Tabs must be current**)

Vehicle's registered owner _____

Responsible Member:

Name _____

Address _____

Phone _____

By my signature I certify that all information above is accurate and true. I also agree to pay the monthly rental fee of \$20. I have been notified that I am storing this vehicle or item at my own risk and that CRHOA assumes no responsibility for any loss or damage, direct or incidental, to this property while it is in a common storage lot.

Member Signature _____ **Date** _____

Tenant Signature (if necessary) _____ **Date** _____

Permission has been granted to park the item described above in the CRHOA Common Storage

Lot. Board Member Signature _____ Date _____

Vehicle Restrictions: Vehicles that may be stored in common lots include watercraft, campers, camping trailers, recreational vehicles, utility trailers, etc. **Vehicles must be in working order, currently licensed and periodically used.** Only Members or their current tenants will be granted permission to use the common storage lots.

CRHOA Architectural Committee Request for Approval Form

Date of Request: _____ Date of Planned Changes: _____

Name: _____

Address: _____

Phone: _____ Email: _____

Complete this form using the guidelines provided below. Applications that do not require samples may be emailed to Clipperridge73@gmail.com. Applications that require samples may be placed in the Clubhouse mail box, or mailed to:

Clipper Ridge Architectural Committee
400 Clipper Drive, Richland, WA 99354

The Architectural Control Committee may contact you if they have questions and/or will mail a written reply, generally within seven business days from the date of your submission. Incomplete applications will be returned.

Request for Approval

____ **House Painting:** Submissions must include:

1. Description of the type of material to be used such as semi-transparent stain, heavy-bodied stain, latex paint, semi-gloss enamel, etc.
2. Color samples for each type of material
3. Description of the painting plan indicating where each color or type will be used – body, trim, etc.

Describe the changes you plan to make. Provide color samples as required.

____ **New Roofing:** Submissions must include:

1. Description of the material to be used
2. Color sample

Describe the changes you plan to make. Provide color samples as required.

____ **Fencing/Privacy Screen or Dog Run:** Submissions must include

1. A description of the material to be used;
2. Color samples for paint or stain;

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3. A drawing of the proposed design, clearly showing all dimensions, including height.
4. A plot plan showing the placement of the house on the lot in question and the proposed location of the fence, privacy screen or dog run.

Describe the changes you plan to make. Provide color samples and other samples as required.

____ **Major Landscaping:** Submissions must include:

1. A plot plan showing the placement of the house on the lot in question and the proposed types of landscaping on the balance of the lot with each type (tree, shrub, climber, etc.) clearly labeled;
2. A description of the plants and other materials to be used.

Describe the changes you plan to make. Provide a description of the plants and other materials as required.

____ Other: _____

Describe the changes you plan to make. Provide a description of the plants and other materials as required.

Add any additional information you feel is pertinent or may be useful to the Architectural Committee in their review of this application

CRHOA Delegation of Rights Form

I _____, the undersigned owner of the lot in Clipper Ridge, commonly known as _____ hereby delegate my right to the use and enjoyment of the common areas and facilities of the Clipper ridge Homeowners Association to our tenants _____ until such time as this delegation of rights may be revoked.

_____ I recognize that by delegating my rights to the above named tenants, I relinquish my own right to the use and enjoyment of the common areas and facilities owned by Clipper Ridge Homeowners Association. This delegation of rights does not include the right to vote on Association business.

_____ I understand that this delegation of rights does not relieve our personal obligation for payment of any general or special assessment against my property, nor does it relieve me, as a Member of Clipper Ridge Homeowners Association, from any other published condition or restriction against the named property.

_____ I have been made aware and agree that any misuse of the facilities will result in the immediate deactivation of this card. In the case of damage by my tenants to the common facilities, the costs and expenses necessary for repairs will be levied against my property and shall be an assessment against my property and subject to all lien and collection powers of the Association.

Signed _____ Date _____
(Owner)

Signed _____ Date _____
(Co-Owner)

Present Address: _____

Phone: _____ Email _____

Tenants Name: _____

Phone: _____ Email _____

**Clipper Ridge Homeowners Association
Tenant Acknowledgement**

I _____, the undersigned tenant of the lot in Clipper Ridge commonly known as _____ acknowledge that I have been granted the right to the use and enjoyment of the common area and facilities of the Clipper Ridge Homeowners Association until such time as this right is revoked by the homeowner, the Association or I no longer rent this lot.

_____I recognize that this delegation of rights does not include the right to vote on Association business.

_____I understand that as a condition of this privilege I agree to comply with all published covenants, conditions, restrictions, bylaws, rules, regulations and policies of the Association.

_____I have been notified that any misuse of the facilities will result in the immediate deactivation of the access key card.

_____I have been made aware and agree that in the case of damage to the common facilities by myself, my co-tenants, or the guests of myself or my co-tenants the costs and expenses necessary for repairs will be levied against this lot and may be made my responsibility under my lease or rental agreement with the lot owner.

Signed _____

Date _____
(Renter)

Signed _____

Date _____
(Co-renter)

Other permanent residents: _____

Home phone: _____ Email: _____

Work phone: _____ Email: _____