

Section 2 - CRHOA Covenants, Conditions and Restrictions

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.