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PIERCE COUNTY, WASHINGTON

Filed for Record at the
Request of:
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**DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS,
CONDITIONS & RESTRICTIONS OF MISSION HILLS**

Grantor: MISSION HILLS DEVELOPMENT, LLC
Grantee: 1. MISSION HILLS, PHASE I
2. THE PUBLIC

Legal Description (abbreviated): THE PLAT OF MISSION HILLS, PHASE I, PIERCE COUNTY AFN 2006 01 10 5001, a portion of the NW1/4 and SW1/4 of the NW 1/4 of Section 26, Township 19N, Range 3E of the W.M.

Additional legal on page 1.

Assessor's Tax Parcel ID # 03-19-26-2-067, 2-017, 2-046, 2-047, 2-066

Reference Nos. of Documents Released or Assigned: None.

THIS INDENTURE AND DECLARATION running with the land, is made this 13th day of Dec., 2005, by Mission Hills Development, LLC, (hereinafter known as "Declarant").

1. RECITALS

WHEREAS, DECLARANT is the owner in fee of certain real property (the "Property") described as the Plat of Mission Hills, Phase I, a P.D.D., according the Plat thereof recorded under on 1-10-06, under Pierce County Auditor's No. 200601105001, Pierce County, Washington; and

DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS,
CONDITIONS & RESTRICTIONS OF MISSION HILLS - 1

EXCISE TAX EXEMPT DATE 1/10/06
Pierce County

By CC Auth. Sig

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WHEREAS, DECLARANT desires to impose certain protective covenants and easements, charges and liens, upon the Property for the mutual benefit of all owners, present and future;

NOW THEREFORE, DECLARANT hereby declares and covenants as follows:

2. DEFINITIONS

- 2.1 "Declarant" shall mean Mission Hills Development, LLC, its successors and assigns.
- 2.2 "Property" shall mean that certain real Property herein described.
- 2.3 "Lot" shall mean any separate tract of land shown upon a recorded subdivision map of the Property, with the exception of the common areas or other areas set aside for non residential use.
- 2.4 "Common area" shall mean all real property and improvements within the plat of Mission Hills owned or leased by the Association, or owned jointly by all lot owners, and for the common use and enjoyment of the lot owners, including but not limited to all private access roads and easements, and Tracts A, B, C, D, E, E-3, F-1 and "G".
- 2.5 "Association" shall mean the Mission Hills Homeowners' Association as described in Section 5 of this Declaration, its successors and assigns.
- 2.6 "Architectural Control Committee" (ACC) shall mean the committee established by Section 4 of this Declaration.
- 2.7 "Owner" shall mean the record owner of a fee simple title to any lot or lots which are a part of the Property (including the Vendee under a real estate contract) but excluding those having such interest merely as a security for the performance of an obligation.
- 2.8 "Federal Mortgage Agencies" shall mean those federal agencies which have an interest in any lot or lots, or common areas, such as the Federal Housing Administration (FHA), the Veterans Administration (VA), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation, or their successors to their interests.

- 2.9 "First Mortgage" and "First Mortgagee" shall mean the Lender who holds the first lien position mortgage on a lot and who has notified the Association in writing of such holdings.
- 2.10 "Mortgage" shall include, except where stated to the contrary herein, a mortgage, deed of trust, real estate contract, or other security interest.
- 2.11 "Member" shall mean a member of the Homeowners Association by virtue of lot ownership.

3. GENERAL

- 3.1 **DECLARATION.** The Lots shall be held, sold and conveyed subject to the easements, covenants, conditions, charges, liens and restrictions set forth herein and on the recorded plat of the Property, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. Such easements, covenants, conditions, charges, liens and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Lot and shall inure to the benefit of each owner thereof; and are imposed upon each Lot as a servitude in favor of each and every other Lot as the dominant tenement or tenements.
- 3.2 **TERM.** This Declaration shall be effective for an initial term of 10 years, and thereafter by automatic extension for two successive periods of ten (10) years each, unless terminated, at the expiration of the initial term or any succeeding ten year term by a Termination Agreement executed by the then owners of not less than fifty-one percent (51%) of the Lots then subject to this Declaration. Any termination agreement must be in writing, signed by the approving owners, and must be recorded with the county auditor.
- 3.3 **AMENDMENT BY DECLARANT.** Notwithstanding any other provision of this Declaration, this Declaration can be amended at any time by Declarant prior to the time that Declarant has sold and closed eighty percent (80%) of the Lots in both Mission Hills Phase I and any other properties made subject to this Declaration, including Mission Hills Phase II. All Lot Owners agree to be bound by such amendment or amendments. Thereafter, this Declaration can be amended only as provided for below.
- 3.4 **AMENDMENT BY LOT OWNERS.** After Declarant has sold eighty percent (80%) of the lots as set forth in Paragraph 3.3, this Declaration can be amended only by an affirmative vote of the owners of fifty-one percent (51%) of the Lots.

Provided, no amendment shall be passed which materially impairs the substantial rights of a lot owner as established herein unless the impacted lot owner(s) consents in writing. Any such amendment must be in writing, signed by the approving lot owners, and recorded with the county auditor.

- 3.5 **AMENDMENT BY COURT ACTION.** The Homeowner's Association and/or any lot owner shall have the right to seek amendment by way of civil suit wherein the basis for the amendment is either: (a) governmental requirements; or, (b) manifest unfairness due to substantially changed circumstances beyond the control of the lot owner seeking the amendment. In any such court action, the court may exercise its equitable powers to grant such relief as is deemed appropriate.
- 3.6 **SEVERABILITY.** Invalidation of any provision hereof shall not affect the other provisions, which shall remain in full force and effect. Provided, if invalidation of a provision changes, as a practical matter, the effect of another provision, a court may exercise its inherent equitable power to give effect to the intent of these provisions as a whole.
- 3.7 **NOTICE.** Any notice required hereunder shall be deemed effective when personally delivered or three days after mailing by certified and regular mail to the owner of public record at the time of such mailing to such owner's address as appears on the Pierce County Assessor's tax records and to the street address of the lot(s) herein. Notices to lenders shall be sent to the last address the lender has given to the Association. The Association is not required to provide notice of any matter to any lender who has not notified the Association in writing of such lender's desire to receive notice, and/or has not given the Association written notice of the lender's address for receipt of notices. The Association shall not undergo investigation outside of its own records into the name or location of any lender or lien holder.
- 3.8 **ENFORCEMENT BY COURT ACTION.** Declarant, the ACC, the Home Owners Association, or any Lot owner shall have the right to enforce any provision of this Declaration or to recover damages resulting from any violation thereof by any proceeding at law or in equity.
- 3.9 **ENFORCEMENT BY SELF HELP.** Declarant, the ACC, the Home Owners Association, or the duly appointed agent of either may enter upon any Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct a violation of the provisions of this declaration. Provided, this provision shall not be construed as permission to breach the peace.

- 3.10 **CONDITION PRECEDENT TO ACTION.** Prior to taking action under paragraph 3.8 or 3.9 above, written notice shall be given to the offending lot owner. Such notice shall specify the nature of the offense and shall also specify the action necessary to cure. Such notice shall also provide a reasonable opportunity to cure which, except in the case of an emergency, shall not be less than thirty (30) days.
- 3.11 **EXPENSES OF ACTION.** The expenses of any corrective action or enforcement of this declaration, if not paid by the offending owner within thirty (30) days after written notice and billing, may be filed as a lien upon such Lot, enforceable as other liens herein.
- 3.12 **NO WAIVER.** Failure of Declarant, the ACC, the Home Owners Association, or any Lot owner to enforce any provision herein shall in no event be deemed a waiver of the right to do so.
- 3.13 **OWNER OBJECTION.** Should a Lot owner object to the complaints of the Declarant, the Association or ACC in writing within a period of fifteen (15) days after the complaint is made and, further, should the parties not agree on Property maintenance or other matters complained of, the matter shall be submitted to arbitration. The arbitration shall be binding upon the parties. If the parties cannot agree upon an arbitrator, one shall be appointed by the court. The arbitration shall be conducted in accordance with the rules of arbitration under the laws of the State of Washington in existence at the time of any such arbitration.
- 3.14 **COSTS AND ATTORNEY FEES.** In the event of legal action, the prevailing party shall be entitled to recover actual costs and reasonable attorney fees. For the purposes of this declaration "legal action" shall include arbitration, law suit, trial, appeals, and any action, negotiations, demands, counseling or otherwise where the prevailing party has hired an attorney. It is the intent of this provision to reimburse the prevailing party for all reasonable attorney fees and actual costs incurred in defending or enforcing the provisions of this declaration, or the owner's rights hereunder.

4. ARCHITECTURAL CONTROL COMMITTEE

- 4.1 **ARCHITECTURAL CONTROL COMMITTEE.** There is hereby established an Architectural Control Committee (ACC). The function of the ACC is to ensure compliance with these provisions through a process of reviewing and approving or denying plans that will impact the lot owners as a whole. Plans must meet criteria

set forth in covenants/addendum and city/county building codes. ACC approval does not waive compliance.

- 4.2 **MEMBERSHIP.** The Architectural Control Committee ("ACC") shall consist of not more than three (3) members who shall be appointed initially by Declarant, and thereafter by the Board of Directors. The initial ACC members shall remain in office until such time as one hundred percent (100%) of the Lots subject to this Declaration and any Supplemental Declarations have been built upon and sold or leased from the home builder to a consumer. In the event of the death or resignation of any member of the Architectural Control Committee, the Declarant, or thereafter the Board of Directors, shall have authority to appoint a successor member.
- 4.3 **TRANSFER OF ACC.** Declarant further reserves unto itself the right to dissolve the ACC appointed by Declarant, thereby vesting the membership of the Homeowner's Association with the authority to meet and appoint a successor Board of Directors, which shall have the power to appoint successor ACC members. Such dissolution shall be by written notice to each Lot owner.
- 4.4 **CONTACT PERSON.** The ACC may designate a single person to act on behalf of the ACC. Such designation shall be in writing and notice thereof shall be given to each lot owner.
- 4.5 **COMPENSATION.** No member of the ACC shall be entitled to compensation.
- 4.6 **INITIAL ACC.** The initial ACC shall consist of Edward W. Zenker and Penny L. Zenker. All plans, specifications and plot plans are to be submitted to the ACC at such address as may be given in writing to the lot owners by the Declarant or the ACC.
- 4.7 **GUIDELINES.** The ACC shall have the authority to adopt and amend written guidelines to be applied in its review of plans and specifications, in order to further the intent and purpose of this Declaration and other covenants and restrictions covering the Property. If such guidelines are adopted they shall be made available to all members upon request.
- 4.8 **LIABILITY.** Neither the ACC, its members, nor the Association shall be liable to any person or entity for any action taken by the ACC in good faith or any matter submitted to the ACC for approval, or for failure to approve any such matter. Under no circumstances shall the ACC be liable to any person or entity for defects in plans, specifications, or improvements approved or disapproved by the ACC.

4.9 **CONSTRUCTION APPROVAL.** No fence, wall, solar collection device, building or other structure shall be constructed, erected, located or altered upon any Lot, nor shall any exterior addition be made, nor shall any private road or driveway be made or altered, until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved by the ACC as to harmony of exterior design and materials, square footage, colors, and location in relation to, and its effect upon, surrounding structures and topography. Changes in exterior color schemes of all structures shall likewise be submitted to the ACC for prior approval.

4.10 **APPROVAL NOT REQUIRED.** Notwithstanding any other provision of this Declaration, the approval of the ACC shall not be required for action taken by Declarant to develop any of the lots or common areas.

4.11 **PROCEDURE FOR APPROVAL.** Any person wishing to take any of the actions described above shall submit to the ACC two (2) sets of plans (one of which will be retained by the ACC) and specification showing:

- (a) the size and dimensions of the improvement or alteration;
- (b) the exterior design, color scheme, and exact location on the lot;
- (c) the location of driveways and parking areas;
- (d) the plan for drainage and grading; and
- (e) the proposed landscaping and outdoor lighting.

The person wishing ACC approval shall submit so much of the above information as applies to such person's entire construction or alteration project. ACC approval shall be evidenced by written notation on a copy of the plans and specifications, which shall be returned to the lot owner upon which the proposed action is to be taken. The ACC shall approve, disapprove, or require further information, or changes within thirty (30) business days from the date the completed plans and specifications are submitted to the ACC. If the ACC fails to approve or disapprove such plans and specifications, or to require further information or changes, within the thirty (30) business day approval period, approval shall not be required and this Article will be deemed to have been fully complied with.

4.12 **CRITERIA FOR APPROVAL.** ACC approval may be withheld or conditioned if the proposed action is at variance with this Declaration or other covenants, conditions, or restrictions covering the Property, or guidelines adopted by the ACC. ACC approval may also be withheld or conditioned if, in the opinion of the

ACC, the proposed action will be detrimental to the community or the value of their properties in the community, or if the proposed action is inappropriate for the community.

- 4.13 **ENFORCEMENT.** It shall be the responsibility of the ACC to determine that improvements have been completed in accordance with the plans submitted and approved. Such determination must be made by the date of the completion of the improvement. In the event the ACC shall determine that the improvement does not comply with the plans and specifications as approved, it shall notify the landowner within thirty (30) days after the completion date, whereupon the owner, within such time as the ACC shall specify, but not less than thirty (30) days, shall either remove or alter the improvement or take such action as the ACC shall designate. If no action is taken by the ACC within thirty (30) days after the completion date of the improvement, the improvement shall be conclusively deemed to be satisfactory to the ACC.

5. HOMEOWNERS ASSOCIATION

- ✓ 5.1 **HOMEOWNER'S ASSOCIATION.** Every Lot owner, by acceptance of a deed or contract for such Lot, is hereby deemed to covenant and agree to membership in the MISSION HILLS HOMEOWNERS' ASSOCIATION. Such membership shall be appurtenant to the Lot owned by such Lot owner and may not be transferred except by sale or transfer of the Lot itself. Ownership of a lot shall be the sole qualification for membership.
- ✓ 5.2 **VOTING.** Each lot shall vest its owner(s) with one vote on all matters. No Lot shall be entitled to more than one vote. Lots owned by a husband and wife, or jointly by more than one individual or entity, shall be entitled to only one vote per Lot by the Lot owners cumulatively and not individually. Matters involving the capital improvement of any common area shall require an affirmative vote of sixty-six percent (66%) of the Lots present in person or by proxy at a meeting called for that purpose at which a quorum is present. All other matters shall require an affirmative vote of fifty-one percent (51%) of the Lots present in person or by proxy at a meeting called for that purpose at which a quorum is present, unless otherwise stated elsewhere in this Declaration or amendments hereto.
- ✓ 5.3 **MEETINGS.** The Association may schedule regular meetings at least once a year. The Association shall also call special meetings upon presentation of a petition requesting the same signed by the owner(s) of 20% of the lots. Notice of all meetings shall be sent by the Association to all lot owners. Notice of all meetings shall describe the date, time, location, and purpose of the meeting.

Minutes shall be kept of each meeting which shall include a record of all votes taken.

- 5.4 **LIABILITY INSURANCE.** The Association may maintain liability and/or hazard insurance covering the common areas and work performed by or on behalf of the Association.
- 5.5 **DUES & ASSESSMENTS.** Every Lot owner is further deemed to covenant and agree (whether or not expressed in any deed or conveyance) to pay when due any and all annual or special dues, expenses, assessments, or other charges that may be levied from time to time by the Homeowner's Association, in accordance with these provisions and/or the Articles of Incorporation and/or By-Laws of such Association, if incorporated. Annual dues shall be in the initial amount of \$300 per year, and shall be reviewed and adjusted, if necessary, each year thereafter by the Board of Directors in accord with State law. Annual Dues shall be due on June 1st of each year. The Owners of each Lot shall pay to the Association the first year's dues (prorated from the date of closing to June 1st) upon the closing of their purchase of their Lot. Declarant shall not be required to pay annual dues for any Lots it owns. Dues shall begin to accrue on each lot when it is sold or leased by Declarant to either a contractor or consumer.
- 5.6 **COMMON EXPENSES.** The following expenses shall be considered expenses in common with all the lot owners: the operation and maintenance of street lighting (if any); the operation and maintenance of the common areas, including but not limited to the landscaping, lighting, club house, entry gates, irrigation, weeding, maintenance and improvement of said common areas; the maintenance of all private roadways, storm drainage and utilities within the plat of Mission Hills; the establishment of a reasonable reserve fund, and the Association's social and recreational activities. Common expenses shall further include the cost of liability and casualty insurance, and any professional, legal and accounting fees in whatever amount is reasonable and deemed appropriate. The common expenses of the Association shall be paid equally by the owners of each Lot through annual dues, excluding any lots owner by the Declarant. The responsibility for the common expenses and collection of the annual dues shall be administered by the Association.
- 5.7 **LIEN FOR FAILURE TO PAY.** In the event any party fails to pay, within 30 days of receiving a bill for their portion of the annual dues, special dues and common expenses, then the Association may file a lien, substantially in the form of a labor and material lien. The lien shall be a lien against the Property of the nonpaying party and may be foreclosed in the same manner as a labor and

materials lien, without, however, the requirement to file suit within eight (8) months. The lien shall have perpetual existence until paid and released by a recorded lien release. The unpaid balance shall bear interest at 12% per annum until paid and the non-paying party shall be liable for costs and attorneys fees expended in any collection action including but not limited to the foreclosure of the lien.

- 5.8 **SUBORDINATION OF LIEN.** Any lien allowed or provided by this declaration shall be considered subordinate and inferior to any bona fide first mortgage or first position deed of trust (but not to a real estate contract) where the lender under such first mortgage or deed of trust is a bank, savings and loan, F.H.A., V.A., or other institutional lender. If required by such institutional lender, the holder of a lien provided for herein, whether the holder be the Declarant, the ACC, the Association, a lot owner, or otherwise, will execute a standard form subordination agreement to effect the purposes of this provision. This provision shall also apply to refinancing of an existing first position mortgage or deed of trust where the refinancing lender is an institutional lender as above described. This provision shall not apply to any sale of all or part of any lot where the lot owner, subject to an existing lien, carries the sale contract or deed of trust, or otherwise acts as lender to a purchase of the liened lot. Except as provided above, no lien allowed or provided by this declaration shall be effective by a sale, transfer or refinance of the liened lot or lots.
- 5.9 **PERSONAL LIABILITY.** Each assessment, dues, or other charges, together obligation of the owner of the lot at the time such assessment, dues, or other charge became due. The personal obligation of such owner shall not be relieved by sale or transfer of the lot, and shall not become the personal obligation of the owner's successors in interest unless expressly assumed by them. The new owner shall be personally liable for assessments, dues, or other charges which become due on or after the date of sale or transfer. Provided that, nothing in this section shall relieve the lot from liability for such dues, assessments, or other charges, or the lien therefore.
- 5.10 **RATE OF ASSESSMENT.** Except as provided in section 5.14, annual and special assessments shall be at a uniform rate for all lots.
- 5.11 **CERTIFICATE.** Upon demand, the Association shall furnish a certificate in writing signed by an officer of the Association stating whether assessments, dues, or other charges against a specified lot have been paid, or the amount due and owing. Such certificate shall be conclusive evidence as to the amount of any

assessment, dues, or other charges stated to have been paid. The Association may charge a reasonable fee for the issuance of such certificate.

- 5.12 **DIRECTORS**. The Homeowner's Association shall be governed by a Board of Directors consisting of no more than three (3) members. The initial Board of Directors shall be appointed by Declarant, and shall remain in office until either the Declarant shall terminate said Board or the Declarant has sold one hundred percent (100%) of its Lots in both Mission Hills Phase I and any other properties made subject to this Declaration, including Mission Hills Phase II. Thereafter, the Lot Owners, at a general meeting upon notice properly given, shall elect a new Board of Directors. The term of office for each member of the first Board of Directors elected by the Lot Owners shall be as follows: 1 year for position one, and 2 years for positions two and three. Thereafter, the length of each term for each position shall be 2 years so that no more than two positions are voted on at each annual meeting.
- 5.13 **OFFICERS**. The Board of Directors shall appoint individuals to serve as President, Treasurer and Secretary. Each officer shall be a member of the Board. The term of each officer shall be one year. Officers may be elected to consecutive terms. Any two officers may act together to authorize maintenance and repair of the common roadway.
- 5.14 **ASSOCIATION OBLIGATION**. The Association shall be obligated to administer the maintenance and repair all common areas, and the improvements and equipment thereon. Provided that: if any such work is required as the result of any negligent or intentional act or omission of any owner, or an owner's guests, family, or tenants, the cost of such work shall be paid for exclusively by such owner and shall become part of the assessment levied against such owner's lot or lots.

6. IMPROVEMENTS

- 6.1 **SITE PREPARATION**. Clearing and grading, including but not limited to the cutting or transplanting of natural vegetation on any Lot, shall not be undertaken until plans for the single family dwelling and out buildings to be constructed thereon are approved by the ACC as provided for herein.
- 6.2 **CONSTRUCTION TIME**. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting and landscaping, within twelve (12) months from date of start of construction except for reasons beyond the control of the lot owner, in which case a longer period may

be permitted if approved by the ACC. The landscaping to be completed within the twelve (12) month time frame is inclusive of the lawn, rockery, shrubbery, etc., for the front yard and side yard.

- 6.3 **QUALITY AND SIZE OF IMPROVEMENT.** Single family dwelling units, excluding covered parking shall have a total living area of not less than 1,400 square feet. The exterior of the structure shall be sided on all sides with a siding approved by the ACC. It is the intention and purpose of this declaration to assure all structures and alterations be of a quality of workmanship and material equal to or better than that which can be produced on the date this declaration is recorded.
- 6.4 **ROOFS.** Roofs on all buildings must be finished with wood shake, tile, or as a minimum a 25-year composition roof in an ACC approved color unless approval for use of other material is granted by the ACC.
- 6.5 **DRIVEWAYS/SIDEWALKS.** Each builder on each lot shall be responsible to install driveways and sidewalks to county specifications. All sidewalks shall be constructed of concrete and shall be properly aligned in accordance with the storm water system details of the plat of Mission Hills. All driveways shall be constructed of concrete. All driveways shall be properly aligned in accordance with the storm water system details of the plat of Mission Hills.
- 6.6 **FENCES.** No fence or hedge shall exceed six feet in height. No fence, wall or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line, or the actual building set back lines which ever is further from the street except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall. Fences bordering green belt areas shall be erected with the finished side facing the green belt areas. No fencing shall be permitted in the front yard which extends past the front of the dwelling.
- 6.7 **GARAGES.** Garages shall be a part of the house. Outbuildings are permitted to the extent they are incorporated into the house/garage plan and so long as the total number of structures, excluding the house, does not exceed two (2). Each lot shall have at least a two (2) car enclosed garage.
- 6.8 **"STICK BUILT" CONSTRUCTION.** All dwellings shall be of a "stick built" variety. Mobile homes, manufactured housing and modular homes are prohibited. All homes and garages must be built at the site. No building shall be moved onto the site. Outbuildings may be prefabricated or in kit form but shall not be

aluminum, sheet metal, plastic or fiberglass, unless suitably screened from view in the rear yard.

- 6.9 **SETBACKS.** No building shall be located on any Lot nearer to the front lot line or nearer to the side street than the minimum building setback lines per the regulations specific to this plat. For purposes of this covenant, eaves, steps and open porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.
- 6.10 **SATELLITE DISH/ANTENNA.** Only small, modern, state-of-the-art satellite dishes shall be allowed; provided the same shall be screened as much as possible to minimize their visibility from the street or the ground level of any adjoining lot. Fencing, otherwise conforming to this declaration, may be used to block visibility of a satellite dish. No exposed or exterior satellite dish, antenna, receiving device, or transmitting device shall be placed on any lot except as approved by the ACC prior to installation of such antenna or device. Antenna shall not be situated in such a way as to unduly interfere with a lot owner's view. "Ham" radio antenna and antenna of a similar type are prohibited.
- 6.11 **EARLY MOVE IN.** No persons shall reside in any improvement upon any Lot until such improvement is completed in accordance with the plans and specifications approved by the ACC, and a certificate of occupancy has been received from the proper authority.

7. MAINTENANCE AND USE

- 7.1 **BUSINESS & COMMERCE USE.** Except for builders' temporary sales offices and model homes, no Lot shall be used for other than one detached single family dwelling. In home day care of six or less children shall be allowed. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot or within any building located on a Lot unless allowed by local code. Nor shall any goods, materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, be kept or stored outside any building on any Lot; nor shall any goods used for private purposes and not for trade or business be kept or stored outside any building on any Lot which is visible from the street or any other Lot.

- 7.2 **MAINTENANCE OF STRUCTURES & LANDSCAPING.** All structures upon a Lot shall at all times be maintained in good condition and repair and be properly painted, stained or otherwise finished. All trees, hedges, shrubs, flowers and lawns shall be neatly maintained and cultivated so that the Lot is not detrimental to the neighborhood as a whole. Slope banks upon any Lot shall be properly watered and maintained by the owner thereof. If any Lot owner is not maintaining his/her Property to the extent that it is determined a nuisance by a 51 percent vote of the Association members, the ACC shall give notice to the owner setting forth the complaint in detail. If the building or grounds are not then placed in the state of maintenance satisfactory to the ACC within a period of thirty (30) days, the ACC may go upon the Property through its agents or through independent contractors to perform such services and utilize such materials as are necessary to bring the structure and/or grounds into conformance with the general maintenance scheme of the subdivision, and the owner of the Property shall be liable for any expenses so incurred by the ACC. Such amounts so incurred shall become a lien on the Property and enforceable as other liens herein.
- 7.3 **VEHICLES.** No recreation vehicle, including but not limited to boats, snowmobiles, motorcycles, campers, motor homes and trailers - whether operable or not - of any kind shall be parked, stored, maintained, or constructed on any Lot or street in such a manner as to be visible from the street or neighboring lots for a period exceeding 24 hours.
- 7.4 **PETS.** No animals or fowl shall be raised, kept or permitted on any Lot excepting only domestic dogs or cats, and excepting caged birds kept within the dwelling unit; provided such dogs, cats and pet birds are not permitted to run at large and are not permitted to be kept, bred or raised for commercial purposes or in unreasonable numbers. No such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any Lot. No dog shall be kept on any residential lot at any time that has ever inflicted bites on a human or domestic animal either on public or private Property, or chases or approaches a person upon the streets, sidewalks or on public or private grounds in a menacing fashion or apparent attitude of attack, or any dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or otherwise threaten the safety of humans or domestic animals. Any dog that shows or has shown such tendencies on any occasion shall be removed from the residential lots in an immediate fashion. No pets shall be allowed to roam at any time outside the Lot boundaries. Dog kennels and/or dog runs shall not be established in front yards but shall be located in the back or side yard concealed from the view of other residential lots.

- 7.5 **GARBAGE AND TRASH.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers properly screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, under-brush, compost pile or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot so as to be unsightly, a detriment to the neighborhood or become a fire hazard.

No building material of any kind shall be placed or stored upon any Property in said subdivision until the owner is ready to commence construction and then such materials shall be placed within the Property lines of the building site upon which structures are to be erected, and shall not be placed in the street.

During the course of construction it shall be the responsibility of the contractor and owner to keep the public streets clear and clean of all debris, concrete washings etc.

The ACC shall have the right, after notification to the offender of the violation of this paragraph, to take action to correct any of the above violations and to assess and collect from the owner and/or contractor for all costs incurred to complete the necessary cleanup.

- 7.6 **NOXIOUS OR OFFENSIVE ACTIVITY.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value. A determination by the Association pursuant to a 51 percent vote of the members that a thing or activity is annoying, offensive, or a nuisance shall be conclusive. The use of illegal fireworks and the use of "go-carts" or other loud vehicles in the streets, or the use of a motor cycle, motor bike or motor scooter for other than transportation to and from the community are deemed a nuisance and are prohibited.

- 7.7 **WATER SYSTEMS.** Private wells and water supply systems are prohibited.

- 7.8 **TEMPORARY RESIDENCE.** No mobile home, trailer, basement, tent, shack, garage, barn, structure of a temporary character, or any other outbuilding nor any vehicle shall be used on any Lot at any time as a residence.

- 7.9 **DRILLING, MINING, ETC.** Exploration for any recovery of minerals, oil and gas, sand and gravel or other materials, by any means or method, is prohibited.

- 7.10 **VEHICLES.** No owner of any residential lot shall permit any vehicle owned by him/her or by any member of his/her family or by any acquaintance, and which is in a state of disrepair, to be abandoned or to remain parked upon any street or upon any lot within the Property for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in a state of disrepair when its presence and/or appearance offends the reasonable sensibilities of the occupants of the neighborhood and/or has had engines, doors, trunk lids, hoods, fenders, tires, wheels, windows, grills or any of them removed. If an owner refuses or fails to remove a vehicle in violation of this provision within twenty-four (24) hours after a request by the Association or ACC for removal, the Association or the ACC may remove the vehicle at the owner's expense. Any costs or expenses advanced by the Association for removal of the vehicle shall become a lien against the owner's Lot enforceable as other liens herein. No repair or dismantling of any vehicle or equipment shall be permitted on any lot except within a garage.
- 7.11 **SIGNS.** All signs and advertising devices for display to public view are prohibited except one sign (or two signs on one post), not to exceed 24 inches by 24 inches. Entrance signage shall not be limited to a single sign post. All signage shall be subject to the approval of the ACC. Nothing herein shall be deemed to prohibit reasonable and tasteful house numbers for addresses, or occupant's names on mailboxes. Except as stated above, no business signs, advertising signs or signs in any way relating to occupation or profession shall be allowed.
- 7.12 **CLOTHING LINES.** No clothes line shall be located on a Lot so as to be visible from the street, common areas, dwellings or other Lots.
- 7.13 **FUEL TANKS.** No fuel tank shall be located above ground on any Lot, unless screened from view in a manner satisfactory to the ACC.
- 7.14 **DIVISION OF LOTS.** No lot shall be divided except that, with the permission of the ACC and with proper governmental approval, the boundary between the lots may be adjusted. Provided, however, that no boundary adjustment may leave any lot in such a state as to prohibit construction of a dwelling in conformance with the requirements of this Declaration.
- 7.17 **SCHOOL FEES.** Each builder on each lot shall be responsible for any and all school taxes or impact fees. These fees shall be paid prior to the start of construction.

8. EASEMENTS

- 8.1 **UTILITIES.** Utility easements are reserved as shown on the recorded plat and others may also be recorded if required by governmental agencies, utility, or other bodies. Within such strips no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of water through drainage channels. Such easement areas and all improvements therein shall be maintained by the owner of the Lot, except as to utilities services improvements located therein which are the responsibility of the utility entity owning such improvements.
- 8.2 **MAINTENANCE.** Easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated on the plat of Mission Hills. No encroachment will be placed within the easements shown on the plat which may damage or interfere with the installation, inspection, and maintenance of utilities.
- 8.3 **SANCTIONS FOR FAILURE TO MAINTAIN.** In the event Declarant or the Association, in the judgment of the County, fails to maintain drainage facilities within the plat, or if the Declarant or successors willfully or accidentally reduce the capacity of the drainage system or render any part of the drainage system unusable, the Declarant or successors agree to the following remedy: After 30 days notice by registered mail to the Declarant or successors, the County will assess financial sanctions (P.C.C. 18C.10.120) and/or initiate enforcement proceedings. In the event the County determines the lack of maintenance has resulted in a situation of imminent danger to life, limb or property, the County will correct the problem as necessary to restore the full design capacity of the drainage system. In this event, the County will bill the owners of the facility for all costs associated with such work to include engineering, administration, legal fees, construction, equipment and personnel. Costs or fees incurred by the County, including attorney's fees and expert's fees should legal action be required to collect such payments, shall be borne by the Declarant or successors.

9. ROAD MAINTENANCE

- 9.1 **ROAD MAINTENANCE.** The roads within the plat of Mission Hills are privately owned and must be privately maintained by the lot owners to County standards for private roads. Road maintenance expenses are part of the common expenses of the Association as set forth in paragraph 5.6 above.

