

## THE VILLAGE RESTATED DECLARATION

### RECITALS:

This document is a restatement of The Village Declaration Submitting Certain Real Estate to Development as a Planned Unit Development, as originally dated May 9, 1973, and recorded under Auditor's File No. 528960, in Volume 4 at Pages 644–658, records of Walla Walla County, Washington, and as amended on January 27, 1992, and recorded under Auditor's File No. 9201162, in Volume 194 at Page 1148, and on December 7, 1995, and recorded under Auditor's File No. 9511825, in Volume 236 at Page 0894, records of Walla Walla County, Washington.

THIS RESTATED DECLARATION SUPERSEDES AND REPLACES THE PRIOR DECLARATION FOR ALL PURPOSES.

This restatement has been approved by two-thirds (2/3) of the Owners of all Lots, Units, or planned Units, as required by Article XIII of the original Declaration.

COMES NOW the Pinecrest Village Homeowners Association (hereinafter called "the Association"), through its Board of Directors, on behalf of all Owners, and hereby declares that said lands shall be subject to this Restated Declaration. The covenants herein set forth shall run with the land and be binding upon the parties acquiring title to the land. The Village has previously been made subject to this Declaration, and this restatement continues to make all lands, which have previously been subjected to The Village Declaration subject to these protective conditions of record.

## ARTICLE I

### DESCRIPTION OF LAND

The land, which is bound by this Declaration, consists of Lots 10 through 53 of The Village, a Planned Unit Development, according to the Plat of The Village Planned Unit Development as recorded under Auditor's File No. 506877 in Volume H of Plats, Page 2, records of Walla Walla County, Washington.

## ARTICLE II

### DESCRIPTION OF DEVELOPMENT

This declaration applies to the land referenced in Article I, which is part of the Plat for The Village previously referenced. The Common Area for The Village is identified as Lot 44 as shown on the Plat for The Village previously referenced.

## ARTICLE III

### DEFINITIONS

Section 1. Owner "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot in The Village. "Owner" shall also mean the Owner of any Lot or Unit. Those possessing an interest merely for security for the performance of an obligation shall not be deemed an Owner. In the event a Lot or Unit is sold under contract for deed, the contract purchaser shall be treated as the Owner until notice is given to the association that the contract purchaser's interest has been forfeited.

Section 2. Association "Association" shall mean and refer to the Pinecrest Village Homeowners Association comprised of Owners of Lots and Units within The Village.

Section 3. Association Member "Association Member" shall refer to and mean any Owner of any Lot or Unit in The Village.

Section 4. Lot "Lot" shall mean and refer to any lot of land shown upon the Plat of The Village.

Section 5. Unit "Unit" shall mean and refer to a single-unit dwelling or an individual Unit located within a multiple-unit dwelling (e.g., duplex, apartment, condominium, etc.) developed as part of The Village.

- (a) The dwellings located on Lots 30, 31, and 32 (which were developed as multiple-unit dwellings and include two Units each) are grandfathered and shall be treated as single-unit dwellings for purposes of this Declaration.
  - i. If any of these dwellings is sold "as is" to a single Owner, then it will continue to be grandfathered as described above.
  - ii. If the Units in any of these dwellings are sold separately, then each Unit will be considered an individual Unit within a multiple-unit dwelling.

Section 6. Tenant "Tenant" shall mean a person(s) that rents and/or occupies a Unit located within The Village from an Owner.

Section 7. Common Area "Common Area" shall mean all property shown on the Plat for The Village which has been developed for the common use and enjoyment of all Owners and Tenants. Such areas shall include recreational areas, swimming pool, and other facilities.

## ARTICLE IV

### ASSOCIATION

The Owners of the Lots and Units in The Village are members of the Association, a non-profit organization. The Association has adopted Bylaws for the management of the property and has established a Board of Directors to carry out the desires of the Association. The Board of Directors shall function in the manner set forth in the Bylaws, which have been adopted by the Association.

The Association may impose and collect charges for late payments of assessments as hereinafter provided; and after notice and opportunity to be heard by the Board or a representatives designated by the Board, may levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners, for violation of the declaration, Bylaws, restrictive covenants, or other rules and regulations of the Association.

## ARTICLE V

### MEMBERSHIP AND VOTING RIGHTS.

Every person or entity who is an Owner of any Lot or Unit in The Village shall be a member in the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot or Unit. Each Association Member shall have one (1) vote for each Lot or Unit owned. In no event, shall there be more than one vote for any Lot or Unit. A two-thirds (2/3) majority vote shall be required for any action of the membership of the Association. An Association Member may give a written proxy to another Association Member for the purpose of voting at any meeting. The Association shall have one general meeting each year, and meet at other times if an emergency exists.

## ARTICLE VI

### PURPOSE OF USE

The Lots and the Units in The Village are intended to be utilized for residential purposes.

The Common Areas and facilities shall be utilized for those services consistent with the general use by the Owners and/or Tenants. The use of the Common Areas shall be controlled by the Association.

## ARTICLE VII

### PROPERTY RIGHTS

Section 1. Owners' Rights of Enjoyment Every Owner and/or Tenant shall have a right of enjoyment to the use of the Common Areas, and such right shall pass with the title to every Lot or Unit, subject to the following terms and conditions:

- (a) The right of the Association to charge a reasonable fee for the use of any Common Area.
- (b) The right of the Association to suspend the voting rights and right of use of the Common Areas for any period in which an assessment against the Owner's Lot or Unit remains unpaid or the infraction of any published rules or regulations, all as more specifically set forth in the Bylaws of the Association.
- (c) The right of the Association to limit the number of guests of Owners and/or Tenants who may utilize the Common Areas.

- (d) The right of the Association, in accordance with its articles and Bylaws, to borrow money for the purpose of improving any Common Area or any facility thereof and, in aid thereof, to convey a security interest in said area or property. The rights of such security holder for any money so loaned shall be subordinate to the rights of the Owner of any Lot or Unit.
  
- (e) The right of the Association to dedicate or transfer any part of any Common Area to any public agency or utility for public use or general use of the members. No such dedication or transfer shall be effective unless all of the members have been given written notice of a meeting to consider proposed action to make such dedication or transfer thirty (30) days prior to the meeting. Any such dedication or transfer, to be effective, must be (1) approved by an affirmative vote of two-thirds of those Association Members entitled to vote, (2) an affidavit by the president and secretary of the Association showing that proper notice of the meeting was given and the necessary affirmative vote having been received, and (3) a proper transfer document signed by the Association.

## ARTICLE VIII

### ASSESSMENTS

Section 1. General The Owner of each Lot or Unit shall pay assessments as determined by the Association Board of Directors. The assessments levied by the Association Board of Directors shall be used exclusively for the purpose of

promoting the health, safety, welfare and recreation of the Owners and Tenants of The Village and for the improvement and maintenance of properties, services and facilities as hereinafter set forth.

Section 2. General Maintenance Assessment The purpose of the general maintenance assessment will be for the general maintenance to be performed in The Village and for other services desired by the Association. Such assessment shall be levied monthly, quarterly, or annually, at the Association's Board of Director's discretion, upon the Owners of Lots and Units. The respective assessments for developed-Lot owners, undeveloped-Lot owners, and Unit owners may differ, and shall be in accordance with the general maintenance required. The Association shall provide for the following maintenance work to be financed with the assessment:

- (a) The periodic maintenance of all Common Areas as determined by the Association Board of Directors.
- (b) Utilities as may be provided to the Association (not utilities provided to Owners and/or Tenants).
- (c) General administration costs of the Association itself.
- (d) Optional services shall be made available on a fee basis.

The assessments shall not exceed the amount necessary to accomplish the above purposes, and the Association shall not be entitled to make any profit from such assessments, provided that a reserve fund may be established. Such assessments shall be deposited in a special bank account, from which shall be drawn the necessary payments as required for the purpose indicated. The books of the Association shall be reviewed by two (2) Association Members who are

not on the Board of Directors at least once a year and a report given to all members. The Board of Directors shall have the right to have the books audited at any time.

Section 3. Special Capital Improvement Assessments. In the event capital improvements are desired in the Common Areas, the Association may, upon vote of two-thirds (2/3) of the Association Members, make such capital improvements and assess therefore in the manner prescribed by the Association. No such capital improvements shall be made except upon two-thirds (2/3) vote of the members approving such capital improvement being taken by the Association after receiving thirty (30) days' notice of a meeting to determine whether such improvements should be made.

Section 4. Effect of Non-Payment of Assessments Any assessments which are not paid when due shall be delinquent. If an assessment is not paid within thirty (30) days of its due date, the Board of Directors shall have the right to assess a late fee, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property as hereinafter provided. No Owner may waive liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 5. Assessment Lien General maintenance assessments, special capital improvement assessments, and any other assessments established by and pursuant to this Declaration and the Bylaws of the Association, shall constitute a lien against each Lot and Unit, and may be enforced by foreclosure in the same manner as a mechanic's or material man's lien under RCW 60.04, et seq.; or may be judicially foreclosed in the same manner as a mortgage as set forth in RCW 61.12, et seq.; or may be foreclosed non judicially in the same



manner as a deed of trust as set forth in RCW 61.24, et seq. Such assessments shall also constitute a personal obligation of the Owner of any Lot or Unit. The Association shall be entitled to reasonable attorney fees incurred in any collection. The lien for unpaid assessments shall be prior to all other liens and encumbrances except:

- (a) Mortgage or deed of trust on the Lot recorded before the date on which assessment is sought to be enforced became delinquent; and
- (b) Liens for real property taxes or other governmental assessments or charges against the Lot.

A mortgagee or beneficiary of a deed of trust which obtains the right of possession to a Lot or Unit through a foreclosure or deed of trust sale or purchasing at a foreclosure sale, shall take the Lot free of any claim for assessments or installments thereon that became due prior to such right of possession unless the lien was recorded prior to the mortgage or deed of trust being foreclosed. Any purchaser or foreclosing party shall be liable for common expenses or assessments that become due after such sale or possession. A Lot's or Unit's past due share of common expenses or assessments shall become new common expenses chargeable to all of the Owners, including the mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to their respective allocated interests in the common elements; however, the Owner shall continue to be personally liable for such past-due assessments.

Section 6. Exempt Property The following property shall be exempted from the assessments and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by a municipal corporation or other local public authority and devoted to public use.
- (b) All Common Areas.

## ARTICLE IX

### USE RESTRICTIONS

The following restrictions shall be applicable to all Lots and Units within The Village, and each Owner, as to their Lot and Unit, agrees to observe and abide by such covenants and restrictions. The Association Board of Directors shall be entitled to restrict use and/or impose fines on an Owner for failure to abide by the provisions of the Use Restrictions set forth in this Article. STATUTE RE APPEAL PROCESS

Section 1. Common Areas Common Areas shall be used for the benefit of all Owners and/or Tenants and their guests. The Association Board of Directors shall be entitled to impose reasonable rules and regulations as to the use of such facilities.

Section 2. Animals Household pets may be maintained in an occupied living Unit and shall be controlled by their owner in accordance with the provisions set forth in Title 6 of the City of Walla Walla Municipal Code, as amended. Animals maintained for commercial purposes, will not be permitted. Household pets will not be allowed to unreasonably interfere with the comfort, privacy, or safety of other Owners within the development. The Association Board of Directors is authorized to require an Owner to either remove, or take alternative reasonable

steps to obviate the nuisance of, any animal that proves to be consistently uncontrolled.

Section 3. Accessory Outbuildings Accessory outbuildings such as storage facilities or sheds shall not be erected on any Lot.

Section 4. Antenna Television antennas, satellite dishes, and other such reception devices may be installed in accordance with the provisions set forth in Title 20 of the City of Walla Walla Municipal Code, as amended.

Section 5. Fences and Walls It is recognized by the homeowners that it is the intent of the Association and its Board of Directors to keep views open and unobstructed and maintain the aesthetics of the neighborhood. As a result, all fences, walls, or mass plantings on any Lot must be approved by the Association Board of Directors as set forth in Article X of this Declaration.

Section 6. Landscaping All major landscaping plans must be approved by the Association Board of Directors as set forth in Article X of this Declaration.

Section 7. Signs Owners or Tenants shall not permit signs to be placed upon the property, except that Owners may display a sign, not exceeding 400 square inches, showing the property for sale. Additionally, Owners or Tenants may display political signs, not exceeding 400 square inches, during appropriate periods of election and such signs should be removed immediately following the election.

Section 8. Vehicles No Owner or Tenant may maintain any recreational vehicles (e.g., travel trailer, motor home, house trailer, boat, boat trailer, etc.), trailers, or non-operational vehicles within The Village for more than four (4)

consecutive days unless such vehicle is fully contained within a Unit's garage.

Section 9. Garbage and Refuse Disposal. There shall be no exterior burning of trash, garbage, or other like household refuse. No Owner or Tenant may accumulate any unsightly vehicles, litter, refuse, or garbage on his/her Lot.

Section 10. Maintenance of Lots All Lots and all improvements thereon shall be maintained in such manner as to prevent them from becoming unsightly, unsanitary, or hazardous to health. If the Lots are not so maintained, the Association Board of Directors shall have the right, after giving 30 days written notice to the Owner, to undertake such work as may be necessary or desirable to remedy the unsightly, unsanitary, or hazardous condition, the cost of which will be added to and become a part of the assessment to which such Lot is subject. The Association Board of Directors has sole discretion to determine what is unsightly or unsanitary. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work as performed hereunder, nor shall the Association or any of its agents or employees be liable for any failure to exercise the right to also maintain any other parcel or Lot.

Section 11. Commercial Enterprise No business or commercial enterprise shall be performed or conducted upon any Lot or within any dwelling which creates any commercial traffic. Nothing herein contained shall be construed as preventing the use of a home office relating to an Owner's business, provided

that such office shall not be open to the public. It is understood that from time to time there may be such activities as swimming instruction, art instruction, exercise activities, and other similar activities for the benefit of the Owners of The Village conducted in the common areas.

## ARTICLE X

### ARCHITECTURAL CONTROLS, APPROVAL, CONSTRUCTION, FEES & ENFORCEMENT

Section 1. Architectural Review Committee The Association Board of Directors may act as the Architectural Review Committee (hereafter referred to as the "ARC") itself or it may appoint a separate ARC composed of three (3) or more representatives who will make recommendations to the Association Board of Directors.

Section 2. Guidance, Rules, and Regulations The ARC may adopt written guidance, rules and regulations governing its procedures and approval criteria, which may include, among other things, provisions for the form and content of the submission; required number of copies of plans and specifications; provisions for notice of approval and disapproval; references to specific kinds of structures, materials, finishes, aesthetic standards, etc. and the inclusion or denial thereof. Copies of such rules, if adopted, shall be available to Owners, Tenants, or third parties at any time, and shall be maintained at the office of the Association Board of Directors.

Section 3. Prior Approval An Owner shall, prior to the commencement of construction of any building, fence, wall, exterior addition to or change or

alteration of any building, or any other structure, or change or addition of any new landscaping, submit plans and specifications showing the type, shape, height, materials and location of the same and in accordance with any guidance, rules, and regulations adopted per Section 2 above, to the ARC for review and approval.

Section 4. Disapproval The ARC may disapprove any submission if such submission does not comply with this Declaration because of the reasonable dissatisfaction of the ARC with grading plans, location, proposed materials, or the failure to satisfy any and all regulations imposed in this Declaration.

Section 5. Administrative Fees As a means of defraying its expenses, the ARC may require a filing fee to accompany the submission of any plans or specifications. No additional fee shall be required for resubmission. This fee may be adjusted from time to time by the ARC to reflect increases in costs and inflation.

Section 6. Certificate of Compliance At any time prior to the completion of construction of any improvements, the ARC may require a certification upon such form as it might designate, from the contractor, Owner, licensed surveyor, or engineer that such improvement does not violate any setback rule, ordinance, or statute or encroach upon any easement or right-of-way of record, and that all construction is in strict compliance with the plans that had been previously approved by the ARC.

Section 7. Enforcement In the event any improvements shall be commenced without ARC approval as herein required, or in the event any

improvement is constructed not in conformance with the plans approved by the ARC or not in conformance with any applicable Supplementary Declaration, the same shall constitute a violation of this Declaration. In addition to the remedies for violation of any portions of this Declaration, the ARC shall have the power and authority to instigate legal or other appropriate proceedings to enjoin or otherwise prevent a violation of the provisions of this section. Any individual Owner shall also have the right to instigate legal or other appropriate proceedings to enforce or enjoin or otherwise prevent a violation of the provisions of this section. All costs of litigation, including attorney fees, shall be charged to and paid by the defendant if the Association or Owner challenging the construction or improvement shall prevail. Such charges shall constitute a lien upon the violating Owner's Lot from the date of entry thereof in the judgment docket, and shall be enforceable as a judgment. In the event the Association or Owner is not successful in such action, each party shall pay its own costs and attorney fees.

Section 8. Liability Notwithstanding the approval of the ARC of plans and specifications, neither the ARC nor any specific member nor the Association nor any person acting on behalf of the ARC or Association shall be responsible in any way for defects in any plans or specifications or other material submitted to the Committee nor for any defects in any work done pursuant thereto. Each person submitting such plans and specifications shall be solely responsible for the sufficiency therefore and the adequacy of improvements constructed pursuant thereto. No member of the ARC shall be individually held liable to any person, whether an Owner of a Lot or Unit within The Village or not, on account of any action or decision by the ARC or failure by the ARC to take any action or make any decision.

Section 9. Variances The Association Board of Directors may grant reasonable variances or adjustments from the provisions of this Declaration

where literal application results in unnecessary hardship and if the granting thereof, in the opinion of the Association Board of Directors, will not be detrimental or injurious to other Owners or their Lots. Such variances shall not constitute a waiver of any of the provisions of this Declaration nor the restrictions as they might be applied to any similar improvements as requested by any party.

## ARTICLE XI

### INSURANCE

Each Owner shall have the responsibility of insuring his own property upon his Lot or Unit or kept in any Common Areas. The Association will maintain insurance only for any properties located in Common Areas that are not specifically owned by a person or entity.

## ARTICLE XII

### AMENDMENTS

This Declaration may be formally amended by the action of the Owners as follows: Written notice of a meeting of the Association shall be given to all Owners. Such notice shall set forth the proposed amendment and shall be sent to each Owner not less than ten (10) days prior to the meeting. Such meeting shall be held in Walla Walla County, Washington, as may be specified in the notice of the meeting. For any amendment to become effective, a resolution to amend the Declaration must be approved by the affirmative vote of not less than two-thirds (2/3) of the Owners. Any Owner may give a proxy to another Owner for the purpose of voting at any such meeting. Any amendment of this Declaration shall be ineffective for any purpose until set forth in an amendment



referencing this Declaration and properly referenced to this Declaration and  
filed of record in the office of the Auditor of Walla Walla County, Washington.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2010.

# PINECREST VILLAGE HOMEOWNERS ASSOCIATION

By: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF WASHINGTON )  
 )  
 ) ss  
County of Walla Walla )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the President and Secretary, respectively, of Pinecrest Village Homeowners Association, the corporation, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

Notary Public in and for the State  
of Washington residing at