

RESTATED DECLARATION  
of  
COVENANTS, CONDITIONS AND RESTRICTIONS  
of  
BRIARWOOD (PHASE VII)

Fargo Development Company, L.L.C., a limited liability company, the owner of real property located in Douglas County, Washington, and described as follows:

Briarwood Subdivision.(Phase VII) as recorded in Douglas County  
Record of Plats; Exhibit "1" attached.

does hereby establish the following- protective covenants, conditions and restrictions for said property, known commonly-as Phase VI of Briarwood Subdivision, said covenants to run with the land:

## **1. DEFINITIONS**

Defined terms appear throughout this Declaration with the initial letter of such term capitalized. Unless the context clearly requires otherwise, the following terms used in the Declaration are defined as follows:

- 1.1 "Association" shall mean and refer to Briarwood Owners Association, a Washington nonprofit corporation, its successors and assigns.
- 1.2 "Board" shall mean and refer to the Board of Directors of Briarwood Subdivision Owners Association.
- 1.3 "Common Areas" shall mean all real property owned or to be maintained by the Association for the common use and enjoyment of the Owners. The

Common Areas include (1) entry at Briarwood Terrace, formerly 17th and North Eastmont, including architectural features, plantings and irrigation system, (2) on-site infiltration ponds and (3) the irrigation pumps, pipelines and system to each lot.

- 1.4 "Declaration" shall mean and refer to these Declaration of Covenants, Conditions and Restrictions applicable to the Properties as herein set forth, along with any subsequent amendments or supplements, as recorded in the Office of the Douglas County Auditor.
- 1.5 "Developer" shall mean and refer to Fargo Development Company, L.L.C. and its successor or assigns.
- 1.6 "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 Areas.
- 1.7 "Majority of Members" shall mean and refer to the Members holding more than 50% of the total votes entitled to be case with respect to a given matter (not just those represented at a meeting); and any specified fraction or percentage of the total votes entitled to be case with respect to a given matter. Unless otherwise specified, any provision herein requiring the approval of the Members means the approval of a Majority of Members.
- 1.8 "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.
- 1.9 "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, of the fee simple title to any Lot which is a part of the Properties, including contract purchasers, but excluding those having inch interest merely as security for the performance of an obligation.
- 1.10 "Properties" shall mean and refer to that certain real property subject to

the Declaration of Covenants, Conditions and Restrictions of Briarwood, and such additions as may be brought within the jurisdiction of the Association.

1.11 "Transition Date" shall mean and refer to the first to occur of:

1.11.1 The 31st of December, five (5) years following the recordation of the final plat as to Phase III and five (5) years following the recordation of each subsequent Phase.

1.11.2 The day on which title to the last Lot in the Property owned by the Developer is conveyed to any third party for value, other than as security for performance of an obligation (for purposes hereunder, "third Party" shall be lineal descendent of the principal shareholders of the Developer, or spouse of any such lineal descendant); or

1.11.3 Such date as Developer requires the Members to assume control of the Association, it being the Developer's right (but not obligation) to require the Members to assume control of the Association at any time.

## **2. ANNEXATION OF ADDITIONAL PROPERTY**

Prior to the Transition Date, some or all of the real property generally described on Exhibit "A", attached hereto and incorporated herein by reference, located in Douglas County, Washington, may be annexed to and become subject to this Declaration as set forth in this Section 2.

2.1 Annexations. Developer may elect to annex some or all of the property described in Exhibit "A" in increments of any size whatsoever, or to annex more than one such increment at any given time and in any given order. Developer is not obligated to annex any of said property, and none of said property shall become subject to this Declaration unless and until a supplemental declaration shall have been recorded as herein provided.

- 2.2 Supplemental. Declaration. A supplemental declaration shall be a writing in recordable form which annexes additional real property to the plan of this Declaration and which incorporates by reference all of the covenants, conditions, restrictions, easements and other provisions of this Declaration and shall contain such other provisions as are set forth in this Declaration relating to supplemental declarations. Supplemental declarations may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the annexed property and as are not inconsistent- with the plan of the Declaration. In no event, however, shall any such supplemental declaration revoke, modify or add to the covenants established by this Declaration with respect to the Property-already subject to this Declaration.
- 2.3 Annexation Without -Approval of Association. The annexed property may be annexed to and become subject to this Declaration and subject to the jurisdiction of the Association without the approval, assent or vote of the Association or its Members, provided that a supplemental declaration covering the annexed property shall be recorded by Developer. The recordation of said supplemental declaration shall constitute and effectuate the annexation unless a later effective date is specified in the supplemental declaration, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter the annexed property shall be part of the Property for all intents and purposes of this Declaration and all of the Owners of Lots in the annexed property shall automatically be Owners.

### **3. HOMEOWNERS ASSOCIATION**

- 3.1 Purpose. The Association shall be formed as a nonprofit Washington corporation by the Developer for the purpose of owning and overseeing usage of irrigation water shares, owning and managing the Common

Areas and enforcing the Declaration.

- 3.2 Membership. Every person or entity who is an Owner shall become a Member of the Association. Membership shall be appurtenant to and may not be separated from an Owner's interest in Briarwood. All Members shall have rights and duties as specified in this Declaration, and in the Articles, By-laws, rules and regulations of the Association. The Association shall be governed by a Board of Directors as established in the By-laws.
- 3.3 Voting Rights. There shall be one vote for each membership in the Association. An Owner shall be entitled to one membership in the Association for each Lot he owns, so long as he is the Owner of the Lot. 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 any Lot which is subject to assessment by the Association. If the Owner of a Lot is other than one individual, the Owner shall specify in writing to the Association the individual who is the Member of the Association for the Lot. In the absence of such written specification, Assessments shall nevertheless be charged against the Lot and Owner thereof, but there shall be no right to vote the membership. The Member must be an individual who is either an Owner or, if the Owner is or includes a person other than an individual; an individual who is a partner, if the Owner is or includes a partnership; or an officer of the corporation, if the Owner is or includes a corporation; or a beneficiary of the trust, if the Owners is or includes a trust; or an owner of the entity, if the Owner is or includes a Person other than an individual, a partnership, a corporation or a trust. The Member, as so specified, shall be the only person entitled to vote for the Owner of the Lot at Association meetings and elections. An Owner may change the individual who is the Member for his Lot, provided, each such individual is eligible to be a Member hereunder, in such manner as with such frequency. and subject to such reasonable processing fees,

as the Board from time to time may permit.

3.4 Temporary Developer Control. All of the rights, duties and functions of the Association shall be exercised only and entirely by the Developer until the Transition Date. To carry out this provision, Developer -may, from and after the date of recording hereof, adopt and enforce temporary By-laws, rules and regulations for the Association; may give notices and call meetings; determine, assess, collect, receive and expend assessments and Association funds; hire a manager or other employees or service agencies as required; purchase supplies and equipment and determine maintenance and other policies; set up and maintain Association books and accounts; and generally exercise all powers necessary to carry out the provisions of the Declaration. Acceptance of an interest in the Properties described\_ in this Declaration indicates acceptance of the management authority of Developer until the Transition Date, and in carrying out the same, Developer is entitled to the power, indemnities and protections-set forth in the Declaration for the Association.

3.4.1 Developer. may transfer all rights, duties and functions of the Association prior to the transition-date defined in Section 1.1 hereof at Developer's sole discretion, in which event Owners Association shall thereafter be responsible for all Homeowner Association activities. Developer reserves the right to determine the level of reasonable maintenance of the entrance to Briarwood and in the event Developer, in its discretion so determines, may perform or cause to be performed all maintenance as to the entrance and to bill the Association the reasonable charges thereof

3.5 Property- Rights in Common Areas. Every Member, and his guests or tenants, shall have a right and easement of enjoyment in the common Areas, which rights and easements shall be appurtenant to and shall pass with the transfer of every Lot, subject to the following restrictions.

3.5.1 The right of the Association to exclusive use and management of

said Common Areas for utilities such as pumps, pipes, wires, conduits and other utility equipment, supplies and materials;

3.5.2 The rights reserved to the Developer in the Declaration; and

3.5.3 The drainage pond designated as Tract 8, Division 4, Briarwood Subdivision, shall be maintained by the Briarwood Homeowners Association so long as the drainage pond is required for storm water purposes by the local government entity with jurisdiction over the subdivision. Any and all interest or right in said drainage pond held by the Association or any other party shall terminate and revert to Fargo Development Company, LLC, its successors and assigns, should the drainage pond no longer be necessary for the purposes outlined herein.

3.5.4 The other restrictions, limitations and reservations contained or provided for in this Declaration, the Articles and By-laws of the Association, and rules or regulations adopted by the Association.

3.6 Maintenance.

3.6.1 The Association shall maintain the Common Areas and improvements located thereon in the same condition as a reasonable prudent Owner would maintain his own home so that Briarwood will reflect a high pride of ownership.

3.6.2 Each Owner hereby covenants and agrees to maintain his respective property in the same condition as a reasonable prudent owner would maintain his own home so that Briarwood will reflect a high pride of ownership. If any Owner shall fail to so maintain his property, the Association shall have the right to notify said Owner in writing of the maintenance required. If said maintenance shall not be performed within thirty (30) days from the date said notice is delivered to the non-performing Owner, the Association shall have all remedies as provided in

this Declaration.

### 3.7 Common Expense.

3.7.1 Certain expenses shall be paid by the Association for the benefit of all Owners and shall be referred to as common expenses. The common expenses shall be paid by the Association from funds collected monthly, quarterly, or semi-annually and special assessments to be paid by Owners. All expenses of maintaining and operating the Common Areas, whether held by the Developer or the Association, shall be common expenses. The common expenses shall include, but not be limited to, the following: -

- a. The expenses of maintaining the Common Areas held by either the Association or the Developer;
- b. The cost of providing irrigation water, including charges payable to the supplier thereof and all necessary maintenance and capital expenses;
- c. The cost of maintaining insurance coverage on Common Areas held whether by the Association or the Developer;
- d. The cost of any repairs or replacement of the Common Areas held either by the Association or the Developer;
- e. Costs of operating the Association;
- f. Cost of maintenance of entry into Briarwood contiguous to Eastmont Avenue as identified on Plat; and
- g. Cost of maintenance of on site infiltration ponds.
- h. Any other expense which shall be designated as a common expense in the Declaration or, from time to time, by the



Association.

3.7.2 An adequate reserve fund for the replacement of Common Area improvements shall be established and shall be funded by depositing into said fund a portion of the assessments collected from the Owners. That portion of the assessments deposited into said reserve fund shall be determined by the Developers until the Transition Date, and thereafter by the Association.

3.8 Assessments.

3.8.1 From and after the date the first sale from the Developer to the Owner is executed and the transaction relating thereto is closed, each Lot shall be subject to monthly, quarterly, or semi-annual assessments or charges in an amount to be determined by the Developer until the Transition-Date, and thereafter by the Association. The amount of assessments shall be that necessary from time to time to properly provide for payment of said common expenses.

3.8.2 The amount of the assessments shall be equal for all Lots, except assessments for irrigation water and irrigation system operation, maintenance, repair and improvement expenses, which shall be pro rated among Owners based on the quantity of irrigation water allocated to each Lot pursuant to Section 5.20.

3.8.3 The Association shall, upon written demand, furnish a certificate in writing, setting\_ forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made for the issuance of these certificates.

3.8.4 In addition to the assessments authorized above, the Association, by and through its Board of Directors, may levy, in any year, a special assessment applicable to the year only, for the purpose of

defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of facilities in the Common Areas, irrigation facilities whether within or without Briarwood, including all necessary fixtures and personal property related thereto, or for any other reason determined necessary by the Board of Directors of the Association. The special assessment to be charged shall be equal , for all Lots. Special assessments may be payable in monthly installments, quarterly installments, or such other periodic installments as shall be determined by the Association.

3.9 Collection of Assessments. Enforcement of Declaration, Attorneys' Fees and Costs.

3.9.1 All assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a charge against and shall be a continuing lien upon said Lot against which each such assessment is made. Said lien shall have all the incidents of a mortgage on real property. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the Owner at the time the assessment fell due.

3.9.2 If any assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from the due date at the higher of 12 percent or the maximum rate allowed by law. Each Owner hereby expressly vests in the Association or its agents the right and power to bring all actions against such nonpaying Owner personally for the collection of delinquent assessments as a debt and to enforce lien rights of the Association by all methods for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a Washington mortgage on real property. The liens shall be in favor

of the Association, shall be for the benefit of the Association, and the amount of said liens shall include interest costs of collection and reasonable attorneys' fees. The Association shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event the Association employs an attorney to enforce said liens, or the collection of any amounts due, or to enforce compliance with or specific performance of this Declaration, Articles, Bylaws, rules and regulations of the Association, the Association shall be entitled to recover its reasonable attorneys' fees and costs incurred. In the event any Owner shall be in arrears in the payment of the assessments due or shall be in default of the performance of any the terms of the Articles, By-laws, or rules and regulations of the Association or this Declaration for a period of thirty (30) days, said Owner's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Association shall have such other remedies against such delinquent Owners as may be provided in the Articles, By-laws, rules and regulations of the Association.

- 3.10 Indemnification. To the fullest extent permitted by law, every director and officer of the Association and Developer (to the extent a claim may be brought against Developer by reason of his appointment, removal or control over members of the Board) shall be indemnified by the Association, and every other person servicing as an employee or direct agent of the Association, against all expenses and liabilities, including without limitation attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association (or in the case of Developer by reason of having appointed, removed, controlled or failed to control

members of the Board), or any settlement thereof, whether or not he is a director or officer or serving in such other specified capacity at the time such expenses are incurred, provided that the Board shall determine, in good faith, that such officer, director, other person, or Developer, did not act, fail to act, or refuse to act with gross negligence or fraudulent or criminal intent in the performance of his duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise.

- 3.11 Non-Liability of Officers. To the fullest extent permitted by law, neither Developer, the president, the Board, any committees of the Association or any member thereof, nor any directors or officers of the Association, shall be liable to any Member, Owner, occupant, the Association or any other person for damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of drawings or specifications (whether or not defective), course of action, act inaction, omission, error, negligence or the like made in good faith and with Developer, the president, the Board, or such committees or person reasonably believed to be within the scope of their respective duties.

#### **4. AESTHETIC CONTROL COMMITTEE**

- 4.1 These covenants shall be enforced by an Aesthetic Control Committee (Committee). The Committee shall be elected by all Owners of Lots in the plat. All members shall be Owners of a Lot or Lots in the plat. Each Lot shall be entitled to one vote; provided that until the transition date Developer shall appoint the Committee. Following transition date, the Committee shall consist of three (3) members. On the transition date of any Phase, the then existing three-member Briarwood Aesthetic Control Committee shall assume aesthetic control duties for said Phase until the next annual election of committee members.

#### **5. GENERAL COVENANTS**

- 5.1 Subdivision. No Lot shall be subdivided or short platted with the exception of Lot 31 which may be subdivided and/or short platted.
- 5.2 Maintenance of Vacant Lots. It is the intent of these restrictions that vacant lots be maintained in a manner which enhances rather than detracts from the overall appearance of the subdivision. Lots should be mowed periodically during the summer to provide a maintained vs. unmaintained appearance. Upon thirty (30) days notice to the Owner, the Association shall have the right at all times to enter upon any Lot to remove debris or other waste material and to mow overgrown vegetation and to charge the expense thereof to the Owner as an assessment. The Association shall have all rights and-remedies for the collection of said assessment as provided in Section 3.9.
- 5.3 Nuisances. No activity shall be carried on upon any Lot or permitted thereon which may be or becomes a nuisance to the neighborhood.
- 5.4 Electrical, Telephone and CATV Service. No outdoor overhead wire or service drop for the distribution of electric energy, telecommunications or CATV purposes, nor any pole, tower or other structure supporting said outdoor overhead wires, shall be erected, placed or maintained. All Owners shall use underground service to connect to the underground electrical, telephone and CATV utility facilities. A satellite dish not to exceed 24 inches in diameter, may be placed subject to location approval by the Committee.
- 5.5 Animals. No animals shall be allowed other than traditional small household pets, except as provided in this paragraph. All pets must be kept within the boundary of the Owner's Lot. Owners exercising their pets within the Briarwood Subdivision off of their Lot, within public right of way, or on any commonly maintained property, will be responsible for keeping their pets on a leash and for cleaning up after their pet. All animal areas shall be kept tidy and free from nuisance orders.

- 5.6 Refuse. No trash, garbage, rubbish, refuse or other solid waste of any kind, including particularly, inoperable automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of, or otherwise placed on any part of the subdivision. Garbage and similar solid waste shall be kept in sanitary containers well suited for that purpose. Garbage cans and sanitary containers shall be screened, enclosed or otherwise stored out of view as discussed in Section 5.12 (Sightliness) of these covenants.
- 5.7 Temporary Dwellings and Buildings. No mobile homes, modular homes, or manufactured homes, whether Uniform Building Code approved or not, trailers, basement, tents or other outbuilding shall be used on any Lot at any time, either temporarily or permanently, as a residence. During construction of a permanent residence a temporary construction office may be permitted, but such use shall be limited to six (6) months. No outhouse or lavatory for purposes shall be erected or maintained or placed on any Lot or Lots; such convenience must be incorporated within or be a part of the building to which they appertain. However, during the construction of a residence, Owners and their contractors are encouraged to use portable sanitary facilities for privy purposes to provide workers with on-site bathroom facilities. These units should be placed to minimize their visibility from the roadway and other residences.
- 5.8 Landscaping. Each home shall have at a minimum, an underground sprinkler system and sod installed to industry standards in all street frontage yard area. Such sod and underground sprinkler system to be completed at or before completion of the home. All yard space shall be completely landscaped within nine months of completion of the home. No trees, hedges or shrubs shall be grown or maintained in a fashion which unreasonably interferes with the other Lot Owners' use and enjoyment of their respective properties. In particular, all fruit trees shall be kept insect and disease free. All disturbed areas shall be seeded or landscaped.

Lawns shall be watered and cut and neatly trimmed during the growing season. No trees shall be grown to a height in excess of 25 feet.

- 5.9 Easements. Easements for utilities and drainage are reserved as delineated on the plat. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.
- 5.10 Natural Drainage. No Owner shall change or interfere with the natural drainage of any part of the developed area without approval of the Board.
- 5.11 Signs. No billboard or advertising sign of any kind may be erected, placed or maintained on any Lot or Lots or on any building or structure thereon, except one "For Sale" sign used by an Owner or his agent to advertise a Lot. No sign may be more than six square feet, except with the prior written permission of the Board. This restriction does not apply to the Developer with regard to the first sale of each lot.
- 5.12 Sightliness. All service areas, clotheslines, garbage cans, mechanical equipment, other equipment, motorcycles, snowmobiles, personal water craft, wood piles, storage piles, motor homes, boats, recreational vehicles, trampolines, or any other similar type item shall be walled or completely screened to conceal them from the view of other Lots within the subdivision, streets or public areas. No more than one\_ motor home or boat or recreational vehicle shall be allowed on a Lot. The Briarwood Subdivision is on hilly terrain which will provide visual access between properties not encountered in subdivisions with less topographic variation, thus visual impacts on surrounding homes must be completely

considered. The Aesthetic Control Committee is empowered to interpret and render decisions as to the compliance or lack of compliance with these covenants.

- 5.13 Businesses. No store or business shall be carried on upon said premises or permitted thereon which involves on-premise sales or on-premise customers, or which constitutes a nuisance.
- 5.14 Fire Safety. Owners are reminded that unirrigated areas are subject to fire danger during the dry months. No burning shall be done which may risk wild fire.
- 5.15 Firearms. The use of firearms or explosives, including fireworks, except such fireworks as may be expressly approved by the Board, are prohibited, except the use of explosives as is required for construction work duly authorized by the Board.
- 5.16 Driveways. All driveways shall be surfaced with concrete or brick pavers only; provided, however, the Aesthetic Control Committee is empowered to grant a variance to any applicant as to this requirement and to allow asphalt paving in the event the applicant has a lot with unique topographic features which would impose an undue financial burden on the applicant to pave with other than asphalt.
- 5.17 Lighting. Outside lighting should not result in excessive glare to neighboring properties, streets, or public spaces.
- 5.18 Vehicle Repairs. No major or extended vehicle repairs shall be performed unless inside a closed garage.
- 5.19 Repair. All buildings located on any Lot shall be kept in good repair and in generally attractive condition.
- 5.20 Irrigation Water.



5.20.1 The Developer will provide either Greater Wenatchee Reclamation District Water under pressure or water from the Wenatchee Reclamation District.

5.20.2 As to Wenatchee Reclamation District Water the Developer shall provide those pumps and mains in existence at the time of the filing of these Covenants, and shall provide transmission lines for the supply of irrigation water to Lots served by Wenatchee Reclamation District Water. The Association will receive, from the Developer, Wenatchee Reclamation District irrigation shares to use water from the system. The Association and all Owners shall abide by the rules and regulations of the Wenatchee Reclamation District. Owners will pay to the Association all appropriate fees and assessments.

5.20.3 As to Greater Wenatchee Irrigation District Water the Developer will provide such water-through PVC-- lines to each Lot supplied by Greater Wenatchee Irrigation District Water. The Association will receive from Developer Greater Wenatchee Irrigation District shares to use water for the system supplying such water. The Association and all Owners receiving Greater Wenatchee Irrigation District Water shall abide by the rules and regulations of the Greater Wenatchee Irrigation District. Owners will pay to the Association all appropriate fees-and assessments.

5.20.4 The Association will be responsible for paying the operating and capital expenses of maintaining the irrigation system, whether it be Greater Wenatchee Irrigation District Water or Wenatchee Reclamation District Water. The cost of the irrigation system of whatever nature shall be assessed to the Owners in accordance with Section 3.8.2.

5.20.5 Developer may provide irrigation water to property outside the plat requiring recipient to pay pro rata assessments as provided in

3.8.2. In the event Developer so provides irrigation water outside the plat, Developer shall place in the Association records a legal description identifying the lot or lots to which water is supplied, establishing a quantity of irrigation water allocated to such lot. The recipient of any such water outside the plat shall be considered an Owner only as it relates to water supply to the subject property with Homeowner Association Rights of Membership, including voting rights, as to issues of water, and shall be obligated by contract to pay common operating and capital expenses related to water supplied to recipient. Assessments may be collected from such recipient of water pursuant to 3.9 herein.

- 5.21 Parking. At the time a structure is built on a Lot, adequate off street parking for at least two (2) cars shall be provided on the Lot. A minimum of a two car garage equipped with two (2) garage doors must be provided. View of on-site parking areas from adjacent lots or streets should be diffused by landscaping. No trucks larger than one ton, construction type equipment, or mobile or stationary trailers shall be permitted within the development except for the purpose of construction of improvements with the development. The intent of this provision is that residents' cars should be parked in an enclosed garage. Garages are to be used for the purpose of housing cars and not for boat storage, general storage or other purposes unless all resident cars are also accommodated within garages.
- 5.22 Swimming Pools. Swimming pools shall be designed with decks or courtyards to be visually inoffensive to neighbors. Above-ground pools are prohibited. All pools shall be maintained and kept clean (no green water) and covered with proper pool covering when drained, either for winter or repair.
- 5.23 Address Identification. Individual address identification devices for each residence may be installed by the Owner. Such devices must utilize the

same materials and colors as the residence and shall reflect its design character. No "unique" identification devices will be installed. The Board may in the future require installation of uniform address identification devices for all Lots, including those with previously constructed identification devices.

## **6. BUILDING COVENANTS**

- 6.1 Single Family Dwelling, No structure shall be erected on any Lot except one single-family dwelling and associated accessory building.
- 6.2 Existing Structures. No existing structure of any nature shall be moved onto any Lot.
- 6.3 Manufactured or Mobile Homes. No manufactured, modular or mobile homes may be placed on any Lot.
- 6.4 Code. All buildings shall conform to the Uniform Building Code and any code adopted by the City of East Wenatchee.
- 6.5 Materials. The use\_ of new materials is required on all construction within the Briarwood Subdivision. Materials indigenous to the Pacific Northwest are preferred. No reflective finished shall be used on exterior surfaces, including but limited to: roofs; projections above roofs; fences; doors; trims; window frames; pipes; equipment; etc. Projections from dwellings or accessory buildings should match the main structure in color. No panel siding shall be allowed. Harmony is to be maintained through use of earth-tone colors and natural building materials where possible. Bright colors are not allowed. On each dwelling there shall be a minimum of 100 square feet of brick, masonry stone, drivet or stucco. Proposed colors to be utilized on brick, masonry stone, drivet or stucco shall be submitted to the Committee for approval. All soffits must be finished out and enclosed. A light standard shall be constructed for each dwelling of the identical brick or masonry stone material placed on the front elevation of said dwelling.

The light standards shall measure a minimum of 18 inches square by three feet in height and shall provide low level lighting. The light standard shall be located at or near the intersection of the sidewalk and driveway. Activation shall be by light sensor. The lighting standard and all appurtenances shall be maintained in sound working condition. Owner shall install sidewalks no later than twelve months following purchase of said Lot or upon completion of home, whichever is sooner.

6.6 Height Limit. No structures on any Lot shall exceed the height permitted in the applicable City of East Wenatchee Code.

6.7 Roofs.

6.7.1 Roof Slopes. The preferred roof form for the Briarwood Subdivision is the hip roof. Owners are encouraged to use this form of roof.

6.7.2 Roof Materials. Real or artificial wood shake, wood shingle, clay concrete tile, 25-year architectural laminate asphalt shingle roof will be the minimum standard.

6.8 Dwelling Size. Single story dwellings shall have a finished conditioned area of no less than 1,600 square feet. Tri-level designs shall have a finished conditioned area between living and bedroom levels of not less than 1,600 square feet so long as those areas are not separated vertically by more than sixty inches. Two story and one and one-half story designs must have not less than 1,200 square feet on the \_first story and not less than 1,800 square feet total finished conditioned area including the upper level. In all cases, basement areas, whether finished or unfinished, and garages to not apply to this minimum area requirement. All dwellings shall have garages with at least two car bays with individual overhead doors. Garages shall be attached to the dwelling either immediately or by covered breezeway.

6.9 Garage Size. The minimum size for a two car enclosed garage is 500

square feet, of which at least 100-square feet must be dedicated for storage. The minimum size for three car garages is 700 square feet of which 100 square feet must be dedicated for storage. Additional garage bays of 200 square feet each may be added. The Board will consider a garage of lesser square footage if the Owner chooses to provide storage as part of the main residence structure or in a separate building set aside for storage purposes. The use of prefabricated metal buildings for storage is prohibited.

- 6.10 Fences, Walls and Retaining Devices. Any fence which is built must be maintained in a desirable manner, so that the fence is not broken, leaning, or otherwise having an unsightly appearance. Maximum fence height is to be six feet. Walls and fences must be finished so as to present an attractive appearance on all visible sides. Over sloping terrain, Owner may stair step the fence so as to not exceed the required height. Wood products and vinyl products only shall be utilized as fencing material. Vinyl coated chain link fences shall be permitted. No chain link fences shall be permitted. No fence may be painted. All fencing material shall be new. Proposed colors for any fencing shall be submitted to the Committee for approval. The construction of fences in the front yard shall not extend closer to the public right-of-way than the closest point on the home to the street. Fencing height and location shall comply with the City of East Wenatchee Code. All retaining devices shall be constructed of concrete, masonry or rock. Treated timbers are not allowed.
- 6.11 Time of Completion. Any dwellings or structure erected on said subdivision shall be completed within nine (9) months of-commencement of construction, unless otherwise approved by the Board; provided that such period for completion shall be extended to compensate for unavoidable delays caused by acts of God, strikes, orders of governmental authorities or any other force beyond the control of the Owner.

6.12 Aesthetic Control. No building, including accessory buildings, shall be erected, placed or altered on any Lot until construction\_ plans and specifications and a plan showing the location of the structure have been approved in writing by the Committee as to (1) quality of workmanship and materials, (2) harmony of external design with existing structures, (3) conformance with this Declaration and (4) location with respect to topography and finished grade elevation. The Committee may reject or require modification of similar appearing front elevations. The Committee may exercise its subjective judgment in reaching any decision. Until the Transition Date, the Developer will perform the foregoing aesthetic control function.

## **7. JOINT MAINTENANCE, PRIVATE DRIVES AND ACCESS**

7.1 Certain lots in Block One have common driveways and/or access and utility easements as delineated on the face of the plat. The Owners of lots receiving the benefits of usage of a common driveway or an access and utility easement shall jointly maintain such joint driveway or access and utility easement. The lots affected by common driveways are Block 1, Lots 12, 13 and 14; Block 1, Lots 15, 16, 17 and 18; Block 1, Lots 19, 20, 21 and 22; Block 1, Lots 28, 29, 30 and lands beyond Lot 30, southeasterly. Lots receiving the joint benefits of access utility easement are Block 1, Lots 23 and 24, and Block 1, Lots 27 and 28, all in Briarwood Subdivision, Phase I.

## **8. MISCELLANEOUS PROVISIONS**

8.1 Severability. If any provision of this Declaration shall be finally adjudicated by a court of competent jurisdiction to be invalid or unenforceable, all other provisions hereof shall remain in full force and effect.

8.2 Amendment/Termination. This Declaration may be amended or terminated only upon the affirmative vote of two-thirds (2/3) of all Owners at a special

meeting of the Association called for such purpose in accordance with the procedures set forth in the Association By-laws. Unless terminates sooner as provided above, this Declaration shall automatically terminate thirty-five (35) years from the date of its first recordation unless renewed by the affirmative vote one-half (1/2) of all Owners at a special meeting called for such purpose pursuant to the By-laws. The term of such renewal shall be determined by the members of the Association and shall be set forth in an instrument to be recorded with the Douglas County Auditor by the Association Board of Directors to confirm the extension.