

**REVISED (March 20, 2001) DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS (CCRs)  
OF MOUNT VERNON VILLAGE TOWNHOUSE ASSOCIATION**

THIS DECLARATION, made on the date hereinafter set forth by Mount Vernon Village Townhouse Association, a Washington State corporation, hereinafter referred to as “Declarant”,

WITNESSETH:

Whereas, Declarant is the owner of certain property in Pierce County, Washington, known as Plat of Mount Vernon Village Townhouses and more particularly described as :

All that certain real property situation in Pierce County, State of Washington being a portion of the southeast quarter of Section 28, and the northeast quarter of Section 33, Township 20 North Range 2 East WM, more particularly described as follows:

BEGINNING at the southeast corner of said Section 28, thence along the South line of said southeast quarter North 89° 53'13" West 350.09 feet to the TRUE POINT OF BEGINNING of the tract to be described herein; thence from said True Point of Beginning along the South line of said southeast quarter of Section 28, North 89° 53'13" West 231.50 feet; thence leaving said South line North 0°04'43" East 481.22 feet thence North 27°40'09" West 133.22 feet; thence at right angles south 62°19'51" West 432.50 feet, thence tangent to the preceding course along the arc of a curve to the left having a radius of 515.00 feet and a central angle of 49°47'01", an arc distance of 447.48 feet; thence tangent to the preceding curve along the arc of a curve to the left having a radius of 535.50 feet and a central angle of 12°09'10" an arc distance of 113.59 feet; thence tangent to the preceding course and parallel to and distant easterly 70.00 feet (measured at right angles from the northerly prolongation to the easterly line of government lot 7), Section 33, Township 20 North, Range 2 East, W.M., South 0°23'39" West 522.22 feet; thence the following courses North 70°15'00" East 529.52 feet; North 56°00'00" East 120.00 feet; North 49°00'00" East 267 feet and North 44°30'00" East 223 feet to the True Point of Beginning, containing 14.707 acres of land , more or less.

Tax Parcel No. 615200 001 0 – 00139 0

NOW, THEREFORE, Declarant hereby declares that all of the properties described above, shall be held, sold and conveyed subject to the following easement, restrictions, covenants and conditions, that are for the purpose of protecting the value and desirability of, and that shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I.**  
**DEFINITIONS**

Article I - Section 1: **“Association”**: shall mean and refer to the Declarant, MOUNT VERNON VILLAGE TOWNHOUSES ASSOCIATION, a Washington nonprofit corporation, its successor and assigns.

Article I - Section 2: **“Owner”**: shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot that is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Article I - Section 3: **“Properties”**: shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Article I - Section 4: **General Plan Development:** The real property described on page 1 above consists of a number of townhouses encompassing a total of 138 dwelling units on a total of 138 lots, (erroneously shown on map as 139), and a clubhouse .

**“Dwelling unit”** means any portion of a townhouse situated on the properties, which portion is designed and intended for use and occupancy as a residence by a single family. A **“Townhouse”** means a building containing two or more dwelling units with each such dwelling unit situated upon its own individual lot. **“Lot”** shall mean any plot of land shown upon any recorded subdivision map of the properties, with the exception of the common area and any streets dedicated for public use.

**“Common Area”** shall mean all property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of conveyance of the first lot is described as “Tract A” on the plat of Mount Vernon Village Townhouses and is intended to be all that real property described above not contained in Lots 1 through 139 inclusive of the Plat of Mount Vernon Village Townhouses. **“Limited Common Areas”** are those portions of the common area reserved for the use of certain dwelling units to the exclusion of all other dwelling units.

Article I - Section 5: The term **“Mortgage”** shall include a Deed of Trust.

**ARTICLE II.**  
**PROPERTY RIGHTS**

Article II - Section 1: **Owner’s Easements of Enjoyment:** Every owner shall have a right and easement of enjoyment in and to the common area (except limited common areas) and for ingress and egress over and through the common area (except the limited common areas) and such easements shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.

*(Article II – Property Rights - Section 1 continued)*

- b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which an assessment against his lot remains unpaid' and for a period not to exceed 60 days for any infraction of its published rules and regulation.
- c) The right of the Association to dedicate or transfer all or any part of the common area (except limited common areas) to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the owners agreeing to such dedication or transfer has been recorded. Upon dissolution of the Association, limited common areas shall be deeded to the owners of the specific dwelling units to which such limited common areas appertain.

Article II - Section 2: **Delegation of Use:** Any owner may delegate his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property only in accordance with the By-Laws and Rules and Regulations of the Association.

Article II - Section 3: **Limited Common Areas:** Portions of the common area are hereby reserved for the exclusive use of certain dwelling units as follows:

- (a) Patio Areas. Patio areas (enclosed or partially enclosed by fences) for some of the one-story end dwelling units of the townhouses are located in whole or in part on the common area, and such patio areas are reserved for the exclusive use of the owners of the dwelling units that they immediately adjoin, their families and guests.

The Association shall be responsible for maintaining the basic structure of the fence, as originally installed, including painting. However, in the event the size of the original fence has been increased, the cost of repairing the additional portion will be charged to and paid by the owner. The adjacent homeowners are responsible for the maintenance of the “interior of the fence”, i.e. repair of any damage from misuse. Also, the homeowners of end units are responsible for the maintenance and repair of the enclosed area of the patio, that is, the ground, concrete slab, and any decking.

### **ARTICLE III.**

#### **MEMBERSHIP AND VOTING RIGHTS**

Article III - Section 1: Every owner of a lot that is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment.

## ARTICLE IV.

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

#### **Article IV - Section 1: Creation of the Lien and Personal Obligation of Assessments:**

Each owner is deemed to covenant and agree to pay to the Association: (1) monthly assessment or charges (commonly called maintenance fees), and (2) special assessments for capital improvements, such assessment to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

The personal obligation for delinquent assessments shall not pass to the successor in title unless expressly assumed by them; provided, however, that in the case of a sale of any lot that is charged with the payment of an assessment, or assessments payable in installments, the person or entity who is the owner immediately prior to the date of any such sale, contract or assignment shall be personally liable only for the amount of the installments due prior to said date. The new owner or contract purchaser shall be personally liable for installments that become due on and after said date.

**Article IV - Section 2: Purpose of Assessments:** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties, including improvement, repair and maintenance of the common area, private roads located thereon and services and facilities related to the use and enjoyment of the common area, payment of taxes and insurance on the common area, payment of insurance on the dwelling units and appurtenant structures (excluding personal property insurance for the contents thereof), external maintenance of the dwelling units, and for water furnished to owners or occupants of any lot.

The term "common area" as used in this paragraph shall include the limited common area, except for maintenance and repair of patio areas as referred in Article II, Section 3, and the interior of patio fences enclosing the same, that shall be the responsibility of the owners of the immediately adjoining dwelling units. In the event any owner does not maintain such area, the Association may maintain the same and the cost of such maintenance shall be added to and become part of the assessment to which such lot is subject.

**Article IV - Section 3: Basis and Maximum of Monthly Assessments:** The basis for the amount of monthly assessments, commonly called "maintenance fee", shall be as follows:

- a) The maximum monthly assessment may be increased each year, preferably on January 1, not more than 3% above the maximum monthly assessment for the previous year without a vote of the membership.

*(Article IV – Covenant for Maintenance Assessments - Section 3 continued)*

- b) The maximum monthly assessment may be increased above 3% at any time by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.
- c) The Association is responsible for paying for water to all units and for irrigation of the common grounds.
- d) The Board of Directors may fix the monthly assessment at an amount, not in excess of the maximum approved by the members, except as indicated in paragraph (a) directly above.

**Article IV - Section 4: Special Assessments for Capital Improvements:** In addition to the monthly assessments authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

**Article IV - Section 5: Notice and Quorum for any Action Authorized Under Sections 3 and 4:** Written notice or any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes of the membership shall constitute a quorum.

The Membership shall constitute a quorum. IF the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be more than 60 days following the preceding meeting.

**Article IV - Section 6: Uniform Rate of Assessment:** Both monthly and special assessment shall be fixed at a uniform rate for all lots.

**Article IV - Section 7: Date of Assessments, Due Dates:** Monthly assessments shall be due payable on the first day of each calendar month. The due date of any special assessment shall be fixed by the Board of Directors and the resolution authorizing such assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified lot has been paid.

*(Article IV - Covenant for Maintenance Assessments continued)*

**Article IV - Section 8: Effect of Nonpayment of Assessments: Remedies of the Association:** Any assessment not paid within 30 days after the due date shall bear interest from the due date at a rate of 12% per annum or up to the highest rate allowable by law. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property.

(a) **Foreclosure Option:** The lien arising under this section may be enforced judicially by the Association or its authorized representative in the manner set forth in Chapter 61.21 RCW. The lien arising under this section may also be enforced nonofficially in the manner set forth in Chapter 61.24 RCW for nonjudicial foreclosure of deeds of trust. The Declarant may grant to the Trustee, all Units in the Townhouse Association and all property of which the Townhouse Association is a part. This grant is for the sole purpose of securing the obligations of Unit Owners to the Association for payment of assessments.

The Board of Directors may appoint a Trustee to serve for the Association. On default by any Unit Owner in the payment of any assessments, and on the written request of the beneficiary, Trustee shall sell the trust property in accordance with the Deed of Trust Act of the State of Washington at a public auction to the highest bidder. Any person, including the Association or its authorized representative shall have the power to purchase the Unit at a foreclosure sale and to acquire, hold, lease, mortgage or convey the same, except the Trustee may not bid at the Trustee's sale. The Trustee shall apply the proceeds of the sale as follows: 1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fees and costs; 2) to the obligation owned by the defaulting Unit Owner; and 3) the surplus, if any, shall be distributed to the default owner.

On an express waiver in the complain of nay right to a deficiency judgement in a judicial foreclosure action, the period of redemption shall be eight (8) months. Nothing in this section shall prohibit the Association from taking a deed in lieu of foreclosure. This power of sale is not an exclusive remedy; the Association may pursue any other remedy available under the terms of the Declaration or at law.

(b) **Receivers:** From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent assessments against a Unit that is not occupied by the Owner of the Unit, the Association shall be entitled to the appointment of a receiver to collect from the lessee the rent for the Unit as and when due.

*(Article IV - Effect of Nonpayment Section 8, (b) continued)*

If the rental is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental units in this type of townhouse association; rent the unit or permit its rental to others; and apply the rents first to the cost of the receivership and attorney's fees thereof, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees and charges of the foreclosure action, and then to the payment of delinquent assessments. Only a receiver may take possession and collect rents under this subsection, and a receiver shall not be appointed less than ninety (90) days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of pre-existing liens on the Unit.

- (c) Joint and Several Liability: In addition to constituting a lien on the Unit, each assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same are assessed as of the time the assessment is due. In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. Suit to recover a personal judgment for any delinquent assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.
  
- (d) Late Charges and Default Interest: The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent assessments or installments thereof. Delinquent assessments shall bear interest from the date of delinquency at the rate of twelve percent (12%).
  
- (e) Attorney's Fees: The Association shall be entitled to recover any costs and reasonable attorney's fees incurred in connection with the collection of delinquent assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the Association shall be entitled to recover costs and reasonable attorney's fees if it prevails on appeal and in the enforcement of a judgment.
  
- (f) Assessment Statements: The Association on written request shall furnish to a Unit Owner, or a mortgagee, a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid assessments against the unit. The statement shall be furnished within fifteen (15) days, (ten (10) days for a Resale Certificate), after receipt of the request and is binding on the Association, the Board of Directors and every Unit Owner, unless and to the extent known by the recipient to be false.

*(Article IV - Effect of Nonpayment - Section 8, continued)*

(g) Remedies Cumulative: The remedies provided are cumulative and the Board may pursue them concurrently, as well as any other remedies that may be available under law although not expressed herein.

Section 9: Subordination of the lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, (and to the lien of any second mortgage given to secure payment of the purchase price), now or hereafter placed on any lot. Sale or transfer of any lot shall not affect the assessment of the lien. However, the sale or transfer of any lot shall not affect the assessment of the lien. However, the sale or transfer of any lot that is subject to such first mortgage or purchase money second mortgage, pursuant to a foreclosure, or deed in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof that became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

## **ARTICLE V.**

### **PARTY WALLS**

Article V - Section 1: General Rules of Law to Apply: Each wall that is built as a part of the original construction of the townhouses and placed on the extent not inconsistent with the provisions of this Article, the general rule of law regarding party walls and liability for property damage due to: negligence or willful acts or omissions shall apply thereto.

Article V-Section 2: Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the walls in proportion to such use.

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

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

Article V-Section 5: Right to Contribution Runs with Land: The right of any owner to contribution from any other owner under the Articles shall be appurtenant to the land and shall pass to such owner's successor in title.

Article V-Section 6: Arbitration: In the event of any dispute arising concerning or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be determined by a majority of all arbitrators.

## **ARTICLE VI.**

### **ENCROACHMENT**

Each lot within the properties is hereby declared to have an easement over all adjoining lots and the common area for the purpose of accommodating encroachments created by construction, settling and overhangs, as designed or constructed by the original builder. There shall be valid easements for the maintenance of said encroachments so long as the same shall exist and the rights and obligations of the owners shall not be altered in any way by said encroachments.

In the event any townhouse or dwelling unit on any lot is partially or totally destroyed and then repaired or rebuilt substantially in accordance with the original plans thereof, the owners of each lot agree that encroachment over adjoining lots and the common area shall be permitted and there shall be valid easements for the maintenance of said encroachments so long as they exist.

## **ARTICLE VII.**

### **ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board.

In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans, and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

## **ARTICLE VIII.**

### **EXTERIOR MAINTENANCE**

Article VIII - Section 1:      **Exterior Maintenance:** In addition to maintenance upon the common area, including all limited common areas, except patio areas as specified in Article II, Section 3, the Association shall provide exterior maintenance upon each lot and dwelling unit that is subject to assessment under Article IV hereof as follows: paint; repair; replace and care for roofs; gutters; downspouts; exterior building surfaces; trees; shrubs; grass; walks; and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In the event that the need for maintenance and repair is caused through the willful or negligent act of any owner or owners of the lot or dwelling unit, or their family or guests or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such lot is subject.

*(Article VIII – Exterior Maintenance continued)*

**Article VIII - Section 2: Access at Reasonable Hours:** For the purpose of solely performing the exterior maintenance required by this Article, and for the purposes of maintaining fences on the common area, the Association, through its duly authorized agents or employee(s), shall have the right, after reasonable notice to the owner or owners, to enter upon any lot or exterior of any dwelling unit or any limited common area at reasonable hours on any date.

## **ARTICLE IX.**

### **USE RETRICTIONS**

**Article IX - Section 1:** None of the lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any such lot other than a row or townhouse used as a single-family dwelling, and no such building shall exceed the height above ground level specified in the original plans and specifications for the improvements to be erected on each lot. All lot owners conducting a personal garage sale shall be required to obtain Board of Directors approval and thereafter shall obtain all required licenses from appropriate governmental agencies.

**Article IX - Section 2:** No sign, billboard or antennae of any kind shall be displayed to the public view on any portion of the properties or any lot, except one sign for each building site, of not more than eighteen (18”) inches by twenty-four (24”), advertising the property for sale or rent.

**Article IX - Section 3:** No commercial, noxious, or offensive activity, including excessive noise, shall be carried on upon any lot or any part of the properties. Nor shall anything be done thereon that may become an annoyance or nuisance to the neighborhood. As such, it should not in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit, or that shall in any way increase the rate of insurance. If the Board of Directors determines that a thing or use is commercial, noxious, or offensive, that determination is final.

**Article IX - Section 4:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat or similar equipment shall be permitted to remain upon any property within the properties, unless placed or maintained within an enclosed garage or carport.

**Article IX - Section 5:** No animals or fowl shall be raised, kept or permitted upon the properties or any part thereof, excepting only domestic dogs or cats and caged pet birds kept within the dwelling unit, provided said dogs, cats and pet birds are not kept, bred or raised for commercial purpose or in unreasonable numbers. A total of no more than two (2) dogs and/or cats is allowed per unit. Any dispute as to raising or keeping of domestic dogs, cats or caged birds shall be submitted to the Association directors and the decision in such matters shall be final.

**Article IX - Section 6:** No dwelling unit shall be rented for transient or hotel purposes.

*(Article IX – Use Restrictions continued)*

Article IX - Section 7: The directors of the Association shall have jurisdiction over activities permitted in the common area. All disputes and complaints regarding such use will be submitted to the directors of the Association for arbitration. The judgment of the directors shall be final and binding as to all parties concerned.

Article IX - Section 8: All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, storage areas and machinery and equipment shall be prohibited upon any lot, unless obscured from view of adjoining lots and streets by a fence or appropriate screen approved by the Architectural Control Committee.

Article IX - Section 9: Each owner of a lot shall pay any real or personal property taxes or charges assessed against their respective lot, including utility charges for said lot. All costs of maintaining said lot and the owner's dwelling unit, except for portions of the exterior, thereof to be maintained by the Association.

Article IX - Section 10: Installation of outside radio and television antennas is prohibited.

## **ARTICLE X.**

### **EASEMENTS**

Utility easements are reserved as shown on the recorded plat of Mount Vernon Village Townhouses. Additional easements for installation, maintenance, repair and replacement of utilities (including sewer and water, electricity, gas, telephone and cable TV) and drainage facilities as originally installed are hereby reserved over and across the common areas in favor of utility companies having jurisdiction.

The rights and duties of the owners within the properties with respect to utilities and drainage facilities shall be governed by the following:

- (a) Whenever utility and drainage lines are installed within the properties, which connections or any portions thereof lie in or upon lots or dwelling units owned by other than the owner of a lot or dwelling unit served by said connections shall have the right and hereby granted an easement to the full extent necessary therefore, to enter upon lots and dwelling units or to have the utility companies or the Association enter upon the lot or dwelling units within the properties or upon which said connections, or any portion thereof, lie to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below;
- (b) Whenever utility or drainage lines are installed within the properties, which connections serve more than one lot or dwelling unit, the owner of each lot or dwelling unit served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his lot or dwelling unit.

*(Article X – Easements continued)*

- (c) In the event of a dispute between owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then upon written request of one of such owners addressed to the Association, the matter shall be submitted to the Board of Directors. They shall decide the dispute and make a special assessment against any or owners involved, that shall constitute an assessment within the meaning of Article IV hereof.

## **ARTICLE XI.**

### **INSURANCE**

The Association shall obtain and maintain casualty and liability insurance covering the common area, (including limited common areas), and covering the dwelling units and appurtenant structures in such companies and amounts, covering such risks, and containing such other terms and provisions as the Association shall determine from time to time to be desirable. The cost for such insurance shall be assessed equally against all the lot owners and shall be added to and become part of the monthly assessment or charge to which each lot is subject under Article IV thereof, and, as part of such monthly assessment or charge, shall be the personal obligation of the owner, a lien upon his lot and dwelling unit, and shall become due and payable in all respects as provided in Article IV hereof.

The exclusive authority to adjust losses under all insurance policies hereinabove referred to, whether covering the common area or a lot or dwelling unit, (except for personal insurance of individual owners), shall be vested in the Association through its Board of Directors.

In the event of damage or destruction by fire or other casualty to any property covered by insurance carried by the Association, or in which it is named or should have been named as additional insured, the insurance proceeds shall be used to repair or rebuild such damaged or destroyed property in a good workmanlike manner in conformance with the original plans and specifications. Any deductibles for losses to individual units shall be the responsibility of the owner of the unit who suffered the loss. Such responsibility for the deductible shall, if unpaid, be a lien upon the respective unit and enforced as set forth above.

## **ARTICLE XII**

### **GENERAL PROVISIONS**

**Section 1: Enforcement:** The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter.

*(Article XII – General Provisions continued)*

**Section 2: Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect.

**Section 3: Amendment:** The covenant and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representative, heirs, successor and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for the successive period of five (5) years. The covenants and restrictions of this Declaration may be amended by an instrument and signed by not less than 75% of the lot owners. Any amendment must be properly recorded.

**Section 4: Annexation:** Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of its members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal \_\_\_\_\_ .  
*add date signed*

MOUNT VERNON VILLAGE TOWNHOUSE ASSOCIATION

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Mount Vernon Village Townhouse Association President