

COUNTRY ESTATES, PLAT OF

DECLARATION OF EASEMENT, COVENANTS, CONDITIONS & RESTRICTIONS

THIS DECLARATION is made on the date (s) hereinafter set forth by the undersigned (“Declarant”).

WITNESSETH:

WHEREAS, Declarant owns real property which is referred to herein as “the Property” and is legally described as The Plat of Country Estates, previously known as Tract 4, Connell Industrial Tracts, According to the Plat thereof recorded in Vol. D of Plats, page 34, Records of Franklin County, Washington.

NOW, THEREFORE, Declarant hereby declares: (A) that all of the Property shall hereafter be held, sold and conveyed subject to the easement, covenants, conditions and restrictions set forth therein; (B) that said easement, covenants, conditions and restrictions are intended to protect the value and desirability of the Property; and (C) that said easement, covenants, conditions and restrictions are intended to run with and shall run with the Property, and shall be binding upon and inure to the benefit of Declarant and all other parties having or hereafter acquiring any right, title or interest whatsoever in the Property, as well as the respective heirs, personal representatives, transferees, successors and assigns of Declarant and such other parties.

ARTICLE I

Definitions

The following definitions shall apply to the Declaration:

Section 1. “Declarant” means the undersigned party hereto who presently owns the property.

Section 2. “Lots” means the 30 lots in The Plat of Country Estates hereinbefore described.

Section 3. “Lot Owner” means the present and future owner of record, whether one or more persons or entities, of a fee simple interest in a single Lot, including persons or entities having such interest as buyers under and by virtue of real estate contracts, but excluding persons or entities having interests therein merely for security purposes.

Section 4 “Association” means Country Estates Community Association, an association formed, or to be formed, by the Lot Owners.

ARTICLE II
Covenants, Conditions & Restrictions

Section 1. On site sewer system maintenance requirements (Lot Owner and Association responsibilities):

All sewer system components located on private property will be owned by the Lot Owner and will be installed as part of the construction of a home on the lot. To insure proper maintenance of the on site facilities, i.e., septic tank and pump station, the following are required:

1. The piping and valves from the home to the septic tank and from the pump station to the City sewer system are the responsibility of the Lot Owner. The Lot Owner is responsible for the maintenance costs of the septic tank and the pump station.
2. The Association will have the authority to enter onto the property and inspect the pumps, make repairs if the owner refuses and to have the septic tank pumped at specific intervals not to exceed between four and six years.
3. All pumps installed on the system will be compatible to insure connection to the piping and electrical. The Association will maintain spare pumps and an ongoing maintenance contract with a pump repair service. The maintenance contract will require:
 - A. Inspection of all pumps twice a year.
 - B. Cleaning of pumps and wet wells on a bi-annual basis.
 - C. Emergency call out and repair of pumps as needed.
 - D. Contractor to keep 2 spare pumps on hand as replacements.
4. The Lot Owner will be responsible for costs of all repair work and will be billed by the contractor. The Association will have authority to collect unpaid bills and reimburse the contractor.
5. The Association will provide the City with an annual list of the septic tanks pumped for its records.
6. If water meter boxes and sewer clean out boxes are in a location that may be used for parking or access to property the owner must have traffic rated water meter boxes that meet city standards.

Section 2. Sharing costs of sewer System maintenance:

- A. Each Lot Owner shall be obligated to pay their costs of sewer system maintenance hereafter incurred, it being Declarant's intent that any Lot Owners who use their lots shall be exclusively obligated to pay all sewer

system maintenance costs. Each Lot Owner who occupies a Lot shall also be obligated (along with any other Lot Owners that occupy their Lots) and covenants to make payment when due for their pro-rata share of all Association costs incurred. "Pro-rata share" is defined as the percentage computed by dividing one lot by the total number of lots occupied (e.g. if there are 30 lots occupied the pro-rata percentage would be 1 divided by 30 = 3.33%).

- B. If any Lot Owner fails to pay any such sewer system maintenance costs within a thirty day period, such amount shall be deemed and considered delinquent and in default, and shall bear interest at twelve percent per annum after the expiration of said thirty day period. Such sewer system maintenance costs, together with costs, reasonable attorney fees and interest thereon at twelve percent per annum, shall constitute a personal liability and personal indebtedness of each person who is a lot owner when notice of the unpaid costs is mailed to the last known address of such Lot Owner by the Association.

The Association shall be entitled to bring legal actions to enforce payment of such costs, including legal actions to foreclose upon any liens regarding such costs. Said delinquent sewer system maintenance costs, together with such costs, attorney fees and interest, become a lien upon such Lot Owner's Lot at such time as the other lot owners might record a claim for such lien with the Franklin County Recorder. The priority of any such lien shall be based upon the time that it may be so recorded. No Lot Owner shall escape liability for any of such assessments by abandoning a Lot. If any Lot Owner decides to sell, give, transfer or convey ownership of a Lot, any and all amounts levied upon such Lot (by way of notice mailed as hereinbefore provided) before such sale, gift, transfer or conveyance occurs shall be paid in full on or before the time that such sale, gift, transfer or conveyance occurs.

- C. The costs to be expended by the Association shall be decided upon by a majority of the lot owners obligated to pay said costs.
- D. The President of the Association shall be the person responsible for the carrying out of the responsibilities of the Association. In the event that the President of the Association is unable or unwilling to be responsible the Vice-President of the Association shall instead be the person so responsible.

Section 3. Association Membership Rights & Obligations.

- A. The purpose of the Association is to manage and insure maintenance of the septic tanks and individual pump stations.

- B. Each Lot Owner shall be a member of the Association and shall be bound by the rules, Articles of Incorporation and Bylaws of the Association as applicable. Each such membership shall be appurtenant to and may not be separated from each Lot. Each Lot Owner shall have the right to cast one vote (for each Lot owned) as a member of the Association, except as such right to vote may be reasonably restricted or suspended in accordance with the Articles of Incorporation and/or Bylaws of the Association. In particular, without intending to limit the foregoing sentence, in any way, said Bylaws may provide that the Association shall be entitled to suspend any such right to vote during any period of time that any of the costs to lot owner hereinafter mentioned remain delinquent and in default. In the event a Lot Owner is composed of more than one person, a vote by such Lot Owner shall be cast as such persons shall determine among themselves, but in no event shall more than one vote be cast regarding any one Lot.

Section 4. Other Covenants, Conditions & Restrictions:

- A. Land Use and Building Type. All of the property shall be used for residential purposes only. No building or structure shall be erected without a building permit. All residential buildings shall have a ground floor, exclusive of garages, carports and porches, of no less than 1,000 s.f. of living space. No single-wide mobile/manufactured homes shall be allowed. All driveways shall be either gravel or asphalt/blacktop.
- B. Noxious and Offensive Activity. No noxious, offensive or undesirable thing, activity or use of the property, nor any annoyance or nuisance, shall be permitted or maintained.
- C. Temporary Structures. No structure of a temporary character, basement, shack, garage, barn or other out-building shall be used at any time as a residence either temporarily or permanently.
- D. Completion of Structures. All buildings commenced shall be completed as to exterior appearance, including painting, not later than twelve months after construction.
- E. Utility Services. All permanent utility services and connections thereto shall be provided exclusively underground.
- F. Boats, Campers and Travel Trailers. Boats, campers, and travel trailers may be stored but must be properly screened so as to be complementary to the subdivision. They shall not be lived in as a second residence, nor shall any of them be parked on any part of the road within the property for a period longer than 48 hours.

G. Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the lots and not be allowed to accumulate. No garbage, refuse, rubbish or cuttings shall be on the property unless placed in an attractive container suitably located and screened from public view. No inoperable autos, appliances, furniture, boats, etc., shall be on the property. Large items of equipment shall be allowed only in a garage or an area screened from view. Any mechanical undertaking such as repairs of vehicles or equipment shall also be done in a garage or area screened from view.

Section 5. This Declaration may hereafter be amended or rescinded by an instrument executed and duly acknowledged by 70% of the Lot Owners. Any such instrument shall be promptly recorded with the Franklin County Recorder.

Section 6. Invalidation of any portion of this Declaration by entry of a court order, judgment or decree shall not affect the validity of the remainder hereof, which shall remain in full force and effect as though such order, judgment or decree had never been entered.

IN WITNESS WHEREOF, the undersigned Declarant has affixed its signature hereon on January 5, 1998.

Recorded: February 11, 1998

Recording Number: 549466