

DESERT ESTATES 1 PHASE 1

THIS DECLARATION is made and entered into on the date set forth at the end hereof by CAMP COPORATION, a Washington Corporation, hereinafter referred to as Declarant.

Declarant is the owner in fee of the following described real property situated in the City of Pasco, County of Franklin, State of Washington:

Lots 1 through 16 of Desert Estates 1 Phase 1, according to the Plat thereof recorded at Volume D of Plates at Page 220, official records of Franklin County, Washington (the "Project").

Declarant hereby declares that the Project, and all Lots and property therein, shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following conditions and restrictions, all of which are and shall be interpreted to be for the purpose of enhancing and protecting the value and attractiveness of the Project and all Lots therein. All of the limitations, covenants, conditions and restrictions shall constitute covenants which shall run with the land and shall be binding upon Declarant, and assigns and all parties having or acquiring any right, title or interest in or to any part of the Project.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean a homeowners association to be formed upon a 75% affirmative vote of the Owners. If an association is formed it shall operate in all respects in accord with RCW 64.38.

Section 2. "Builder" shall mean and refer to a licensed general contractor who purchases one or more Lots for the purpose of building houses for sale.

Section 3. "Lot" shall mean and refer to one of the separately designated plots as shown on the Plat, together with any improvements thereon.

Section 4. "Owner" shall mean and refer to the record holder of title to a Lot in the Project. This shall include any person having fee simple title to any Lot in the Project, but shall exclude persons or entities having interest merely as security for the performance of any obligation. Further, if a Lot or other property is sold under a recorded contract of sale of subdivision trust to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner" as long as he or a successor in interest remains the contract purchaser or purchasing beneficiary under the recorded contract or subdivision trust.

Section 5: “Plat” shall mean that certain plat of Desert Estates I, as recorded in the official records of the County Auditor of Franklin County, Washington.

Section 6: “Project” shall mean Lots 1 through 16 shown on the Plat.

Section 7: “Project Documents” shall mean and include this Declaration, as it may be amended from time to time, the exhibits, if any attached hereto and the Plat.

ARTICLE II

USE RESTRICTIONS

Section 1: Use of Lots as a Single Family Subdivision All Lots within the Project shall be known and described as residential Lots and shall be occupied and used for single family residential purposes only, and construction thereon shall be restrict to single-family houses and related improvements. No business uses or activities of any kind whatsoever shall be permitted or conducted in the Project, except as set forth in Section 4 of this Article below. No Owner shall bring any action for or cause partition of any Lot, it being agreed that this restriction is necessary in order to preserve the rights of the Owners. Judicial partition by sale of a single Lot owned by two or more persons of entities and the division of the sale proceeds is not prohibited) but partition of title to a single Lot is prohibited). No horizontal property regime or condominium shall be related within the Project. No unsightly objects or nuisance shall be erected, placed or permitted which may endanger the health or unreasonably disturb the Owner or occupant of any Lot. No noxious, illegal or offensive activities shall be conducted on any Lot.

Section 2: Site Preparation. Clearing and grading, including, but not limited to, the cutting or transplanting or natural vegetation from any lot, shall not be undertaken until plans for the single family dwelling to be constructed thereon are approved by the Architectural Control Committee as provided for herein.

Section 3: Nature of Buildings. No building or structure shall be moved from other locations onto any Lot, and all improvements erected on a Lot shall be from new construction. Not structure of a temporary character and not trailer, basement, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 4: Animals. No animal, livestock or poultry shall be raised, bred or kept on any lot except that customary household pet such as dogs, cats and household birds may be kept but only such number and types shall be allowed which will not create a nuisance or disturb the health, safety, welfare or quit enjoyment of the Lots by Owners. All animal wastes must be promptly disposed of in accordance with applicable city or county regulations. Upon the written request of any Owner, the Architectural Control Committee or the Association Board if as Association is former shall conclusively determine, in its sole and absolute discretion, whether as particular animal constitutes as customary household per of in a nuisance, or whether the number of animals of birds

maintained on any portion of the Project is reasonable. Any decision rendered by the Architectural Control Committee or Board Association shall be final.

Section 5: Signs, Restrictions on Commercial Uses: No sign of a commercial nature, except for one "For Rent" or two "For Sale" signs per Lot of no more than five (5) square feet, shall be allowed in the Project. No billboards, stores, offices, or other places of business of any character, or any institution or other place for the care or treatment of the sick, disabled, physically or mentally, shall be placed or permitted to remain on any of said Lots, nor shall any theater, bar, restaurant, saloon, or other place or entertainment event be erected or permitted on any Lot, and no business of any kind of character whatsoever shall be conducted in or from any Lot. No unsightly objects or nuisances shall be erected, placed or permitted on any Lot. Notwithstanding any provision contained herein to the contrary, it shall be expressly permissible for the Declarant of a Builder to move, and maintain, locate and maintain, during the period of construction and sale of Lots, on such portions of the Project owned by that party may from time to time select, such facilities as in the sole opinion of that party shall be reasonably required, convenient or incidental to the construction of houses and sale of Lots, including, but not limited to business offices, storage areas, trailers, temporary buildings, construction yards, construction materials and equipment of any kind, signs, models, and sales offices, subject to prior approval thereof by the Declarant.

Section 6: Driveways, Walkways and Patios. All driveways, exterior walks and patios shall be concrete unless the approval for use of other material is granted by the Architectural Control Committee.

Section 7: Use of Garages. No garages or any other buildings whatsoever shall be constructed on any Lot until a house shall have been erected thereon (or is being erected thereon). The restrictions and conditions set forth above shall not be applicable to Declarant or Builder. No garage may be converted to living space or for recreational use without the prior use without prior written consent of the Architectural Control Committee.

Section 8: Antennas and Service Facilities. No exterior antenna, clothes line or other service facility shall be placed on any lot or any structure on any lot so as to be visible from the street(s) abutting such lot. Exterior antenna and satellite dishes are strictly prohibited unless prior written approval is obtained from the Architectural Control Committee.

Section 9: Storage Sheds and Swings. No storage sheds of similar or related type objects shall be located on any Lot if the height of such object is greater than the height of the fence on or adjoining said Lot or if such object is visible from the front of the Lot. All swings and slides (including those used in connection with a swimming pool) shall be at least seven (7) feet from all fences located on or near perimeter Lot Lines.

Section 10: Screening Materials. All screening areas, whether fences, hedges or walls, shall be maintained and replaced from time to time on the Lots by the Owners

thereof in accordance with the original construction of the improvements by the Declarant, or as approved by the Architectural Control Committee.

Section 11: Garbage and Rubbish, Storage Areas. Each lot shall be maintained free of rubbish, trash, garbage or other unsightly items or equipment, and the same shall be promptly removed from each Lot and not allowed to accumulate thereon, and no garbage, trash or other waste materials shall be burned on any Lot. Garbage cans, clotheslines, woodpiles, compost piles and areas for the storage of equipment and unsightly items shall be kept screened by adequate fencing or other aesthetically pleasing materials acceptable to the Architectural Control Committee so as to conceal same from the view of adjacent Lots and streets.

Section 12: Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value.

Section 13: Vehicles. No transportation vehicles including, but not limited to, boats, campers and trailers, whether operable or not, of any kind shall be stored, maintained, or constructed on any Lot or street in such a manner as to be visible from the street or neighboring Lots. For purposes of this section, any vehicle shall be deemed stored if not removed from the Lot and/or street for a minimum of two (2) weeks.

Section 14: Sanitary Facilities. None of the Lots shall be used for residential purposes prior to the installation of water-flushed toilets and all bathrooms, toilets and sanitary conveniences shall be inside the house permitted hereunder on each Lot.

Section 15: Lights. Except as initially installed by Declarant, no spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot or any structure erected thereon which in any manner will allow light to be directed or reflected on any other Lot or any party thereof without the prior written consent of the Board. No television or satellite dishes shall be visible from roadways or other Lots within the subdivision.

Section 16: Window Cover Materials. Prior to installation of any reflective materials on the window or any portion of the house or any other area on any Lot, approval and consent must be obtained from the Architectural Control Committee, except such consent shall not be required for any such installation made by the Declarant or Builder.

Section 17: Drilling and Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in and Lot, nor shall oil or water wells, tanks, tunnels, mineral extractions, or shafts be permitted upon in any Lot. No derrick or other structure for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 18: Landscaping. All Lots must have a minimum of 1,000 square feet of lawn or grass growing. The front yard abutting the main street serving as access to any Lot must be fully landscaped within a maximum of six (6) months of any structure receiving a certificate of occupancy by the City of Pasco. All landscaping on each lot must be installed and substantially in an attractive manner by the Owner within six (6) months from the date of close of escrow of a newly acquired or constructed home based upon plans thereof approved in advance by the Architectural Control Committee. The landscape plans submitted to the Committee must include proposed changes in grade to be accomplished as part of the landscaping development. Landscaping at all times must be maintained by each Owner in a neat and attractive manner and any alterations or modification made in the original landscaping and/or grade as originally installed shall be approved in advance by the Architectural Control Committee. If any Owner does not install and complete approved landscaping within the six-month period described above or if he/she does not maintain his landscaping in a neat and attractive manner, the Declarant or Builder of the Lot of the Architectural Control Committee, after giving the Owner fifteen (15) days written notice to cure any such default, shall have the right to cause the necessary landscaping work to be done and the owner in default, shall be responsible for the cost thereof and the parties expending funds for such work shall have a lien on the defaulting Owner's Lot for the funds expended together with interest thereon at the rate of fifteen percent (15%) per annum until paid. In addition to the foregoing, any party may utilize remedies available under Article IV, Section 4, for such Owner's default.

Section 19: Height of Structure, Trees. No building, shrubs, or other plantings shall exceed twenty-five (25) feet in height. There shall be no Poplar trees or Russian Olive Trees.

Section 20: Leasing. The Owners of Lots shall have the absolute right to lease their respective Lots and the dwelling thereon provided that any such lease is in writing and is specifically made subject to the covenants, conditions, restrictions, limitations, and users contained in the Declaration and the Bylaws and any reasonable Rules and Regulations published by the Association. Any Owner who leases his/her Lot shall make a copy of the lease available to the Owners and Association within ten (10) days of its execution.

Section 21: Construction Time. Any dwelling or structure erected or placed on any Lot shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction except for reasons beyond of the Lot owner, in which case a longer period may be permitted if approved by the Architectural Control Committee.

Section 22: Dust Control. Any Builder or individual who has acquired Lots or is contractually obligated to buy Lots is responsible for dust control on those Lots and any subsequent fines resulting from lack of dust control on those Lots. Until a final sale is transacted each Builder is responsible to maintain the back and side yards by mowing, weeding or planting.

Section 23: Minimum House Size. Single story or rambler house shall be a minimum of fourteen hundred (1400) square feet excluding the garage. Two story houses or split entry houses shall be a minimum of sixteen hundred (1600) square feet excluding the garage.

ARTICLE III

FENCES AND PERIMETER EASMENTS

Section 1: Fence Requirements. Lots, when developed, may be improved with fences at the option of the Builder. All fencing must be approved by the Architectural Control Committee. Except as may be installed by Declarant or Builder, no side or rear fence and no side or rear wall, other than the wall of the house constructed on said Lot, shall be more than six (6) feet in height. Notwithstanding the foregoing, the prevailing governmental regulations and the provisions of Section 3 of this article below shall take precedence over these restrictions if said regulations are more restrictive. Unless otherwise approved by the Architectural Control Committee, all fencing and any materials used for fencing, dividing or defining the Lots must be of new materials, and erected in a good and workmanlike manner. The color(s) of the fencing for all Lots will be as selected by Declarant with the prior approval of the Architectural Control Committee. This restriction shall not apply to the Declarant. All fences shall be maintained in good condition and repair, and fences, upon being started, must be completed within a reasonable time not exceeding three (3) months from commencement of construction. Subject to the other provisions of this section, in the event any fence is wholly or partially damaged by a cause, it shall be removed in its entirety or returned to its original condition within three months from the date of damage; provided, however, any fences installed by any Builder must be promptly restored to their original condition by the Owner(s) of the adjacent Lots. No fences shall be installed in front yards. No chain link fences may be visible from roadways or other Lots.

Section 2: Fences as Party Walls.

- A. Fences which may be constructed upon the dividing line between Lots or adjacent to said dividing line because of minor encroachments due to engineering errors (which are hereby accepted by all Owners in perpetuity) or because easement prevent a fence from being located on the dividing line by Declarant shall be maintained and repaired at the joint cost and expense of the adjacent Lot Owners, and fences constructed upon the back of any Lot (which do not adjoin any other Lot) by Declarant shall be maintained and repaired at the most and expense of the Lot Owner of whose Lot (or immediately adjacent to whose Lot) the fence is installed. Without limiting the generality of the foregoing, in the event any party wall is wholly or partially damaged or in need of maintenance or repair (other than as a result of any action either of the Owners, their guests, tenants, invitees, agents or members of their family, which shall be governed by the provisions set forth below), then, each of the adjoining Owners shall equally bear the cost of replacing the party wall or

restoring the same to its original condition. For this purpose, and adjoining Owners shall have an easement as more fully described in Section 3(B) of this article. Such fences shall not be altered, or changed in design, color, material, or construction from the original installation made by Declarant without the approval of the adjoining Owner(s), if any, and the Architectural Control Committee. In the event any such fence is damaged or destroyed by the act of acts of one of the adjoining Lot Owners, his family, agents, guests, or tenants, that Owner shall be responsible for said damage and shall promptly rebuild and repair the fence(s) to its (their) prior condition, at his sole cost and expense. All gates shall be no higher than the adjacent fence.

- B. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall, then, upon written request of one of such Owners addressed to the Architectural Control Committee, the matter shall be submitted to arbitration under such rules as may time to time be adopted by the Architectural Control Committee. If no such rules have been adopted, the matter shall be submitted to an arbitrator chosen by any judge of the Superior Court of Franklin County. A determination of the matter signed by the arbitrator shall be binding upon the Owners who shall share the cost of arbitration equally.
- C. Where the words “fence” or “fences” or “fencing” appears in this Declaration, they include block walls, chain link fences, wood fences and other materials used as a fence, fences, wall or walls (except a wall which is part of a house).

Section 3: Easements. Easements for installation and maintenance of utilities and drainage facilities have been created as shown on the Plat, and additional easements may be created by grant or reservations by Declarant of portion of the Project for the foregoing purposes, or for the purpose set forth in Subsection 3C below. Except as may be installed by Declarant or any builder, no structure, planting or other materials shall be placed or permitted to remain within these easements which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, if any, or which may obstruct or retard the flow of water through the channels in the drainage easement, if any. The easement area of each Lot and all improvements located thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsibility, and except for any easement area referred to in Subsection 3C below, which may be fenced off by a fence by Declarant. In the latter case, the easement area shall be maintained by the Owner of the Lot who has use of the easement.

- B. For the purpose of repairing and maintaining any fence or wall located upon the dividing line between Lots (or located near or adjacent thereto because of an existing easement located off the dividing line), an easement not to exceed five (5) feet in width is hereby created over the portion of every Lot immediately adjacent to any perimeter fence or wall to allow the

adjoining Owner access for maintenance purposes set forth and no other purpose.

- C. In addition to the foregoing, if a fence is not located on a dividing line between Lots, an easement is hereby created for purposes of constructing and maintaining a fence between Lots over that portion of each Lot adjacent to or near the dividing line wherever a fence may be constructed by Declarant thereof within six (6) months after a house is constructed on any Lot. With respect to any fence not located on a dividing line between Lots but located near or adjacent to such dividing line, an Owner of a Lot shall have and is hereby granted a permanent easement over any property immediately adjoining said Owner's Lot up to the middle line of said fence for the use and enjoyment of the same.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 1: Creation of Committee. For the purpose of maintaining the aesthetic and beautification features and the architectural and aesthetic integrity and consistency within the Project, an Architectural Control Committee (the "Committee") of at least two (2) members is hereby established. The first of said Committee is Robert Camp. The second member is Anthony DiViesti. The third member is James Yurina. Additional members may be appointed by Robert Camp. After the Project has been fully developed (i.e., all Lots have houses constructed thereon), or at such earlier time as Declarant may specify in its sole discretion, the Owners shall have the right from time to time to remove and/or replace the members of the Committee.

Section 2: Review by Committee. No building improvements, fences, walls, antennas (including customary TC antennas), underground TV apparatus, broadcasting towers, other structures, landscaping or grade or conversion of garage area to living or recreational space shall be commenced, erected, repaired structurally, replaced or altered (except as set forth below) and no changes to exterior colors of any of the foregoing shall be made until the plans and specification showing the nature, kind, shape, size, height, color, material, floor plan, location and approximate cost of same shall have been submitted to and approved by the Committee. Failure of the Committee to reject in writing said plans and specification within forty-five (45) days from the date same were submitted shall constitute approval of said plans and specifications, provided the design, location, color and kind of materials in the building or improvements or other item to be built, installed or altered in said Lot shall be governed by all of the restrictions herein as set forth and said improvement or alteration of other item shall be in harmony with existing building and structures in the Project. Approval of plans and specification shall not be unreasonably withheld and rejection of any proposal reflected in plan or specifications must be based on reasonable judgment as to the effect said construction, installation or alteration will have of the Project as a whole. The Committee shall have the right to refuse to approval any such plans and specifications which are not suitable or

desirable in their opinion for aesthetic or other reasons and in so passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed improvements or other structure or alteration, and of the material (including type and color) which it is to be built, the site (including location, topography, finished grade elevation) upon which it is proposed to be erected, the harmony thereof with the surroundings (including color and quality of materials and workmanship) and the effect of the improvements or other structure of alteration as planned on the adjacent or neighboring property including visibility and view. The restrictions and conditions set forth in this paragraph shall not be applicable to any original construction whatsoever undertaken by the Declarant. The Committee's approval of materials submitted to it shall not be interpreted or deemed to be an endorsement or verification of the safety, structural integrity or compliance with applicable or building ordinances of the proposed improvements or alterations and the Owner and/or its agents shall be solely responsible therefore. The Committee and its members shall have no liability for any lack of safety, integrity or compliance thereof. The Committee and its member shall not have personal liability for judicial challenges to its decisions and the sole remedy for a successful challenge to a decision of the Committee shall be an order of overturning the same without creating a right, claim or remedy for damage.

Section 3: Improvements by Builders: The plans, specifications and elevations of all houses, buildings or other improvements, landscaping and other structures or other items that Builder (other than Declarant) intend to construct, install or erect in the Project, whether or not the same is visible from another Lot or public street, shall be subject to the review and approval of the Architectural Control Committee prior to the commencement thereof in accordance with the procedures set forth above. In addition to the foregoing requirements, such Builders shall strictly comply with the design and improvements standards adopted by Declarant from time to time for the Project as such standards are revised from time to time in Declarant's sole discretion, provided that any such Builder may continue construction within the Project in accordance with plans, specifications and elevations consistent with the standards in effect at the time the plans, specifications and elevations were submitted by Declarant. The Committee shall refuse approval of any such Builders plans, specifications and elevations if the same do not comply with the standards then in effect.

Section 4: Disputes. Any dispute which may arise as a result of a disapproval by the Architectural Control Committee shall be submitted to arbitrations by a simple arbitrator under the then current Construction Industry Rules of the American Arbitration Association.

ARTICLE V

GENERAL

Section 1: Effect of Declaration and Remedies. The declarations, limitations easements, covenants, conditions and restrictions contained herein shall run with the land and shall be binding on all persons purchasing or occupying any Lot in the Project after

the date on which this Declaration is recorded. In the event of any violation of these covenants, conditions and restriction, they may be enforced by an action brought by the Architectural Control Committee by the Owner or Owners (not in default) of any Lot or Lots in the Project, by Declarant or the Association, at law or in equity. Declarant has not duty to take action to remedy any such default. Remedies shall include but not be limited to damages, injunctive relief and/or any all other rights or remedies pursuant to law or equity and the prevailing party shall be entitled to collect all costs incurred and reasonable attorneys' fees sustained in commencing and/or defending and maintaining such lawsuit. Thirty (30) days after written notice to the owner of any lot setting forth a violation, Declarant, the Architectural Control Committee or the agent of either may enter upon such lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien upon such lot. Failure of Declarant, the Architectural Control Committee or any lot owner to enforce any provision herein shall in no event be deemed a waiver of the right to do so.

Any breach of these covenants, conditions and restrictions, or any remedy by reason thereof, shall not defeat not affect the lien of any mortgage or deed of trust made in good faith and for value upon the Lot questions, but all of these covenants, conditions and restrictions shall be binding upon and effective against and Owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale of otherwise, and the breach of any of these covenants and restrictions may be enjoined, abated remedied by appropriate proceedings, notwithstanding the lien or existence of any such mortgage of deed of trust.

All instruments of conveyance of any interest in any Lot shall contain (and if not, shall be deemed to contain reference to this declaration and shall be subject to the declarations, limitation, easements, covenants, conditions and restrictions herein as fully as though the terms and conditions of this Declarations were therein set forth in full; provided, however, that the terms and conditions of this Declarations shall be binding upon all persons affected by its terms, whether express reference is made to this Declaration or not in any instrument of conveyance. No private agreement of any adjoining property Owners shall modify or abrogate any of these restrictive covenants, condition and restrictions.

Section 2: Notice of Covenants Violation, Fines and Penalties. If the Owners form a homeowners association then the Association shall have the right through the actions of the Board of Directors and officers to assess penalties and levy fines for violations of the covenants, conditions and restrictions established in this Declaration provided: Determinations of such violations, fines and penalties are established as a proceeding of the Board of Directors, or its agent, in accordance with its governing rules and regulations, and that the owner of real property is notified of the violation, by certified mail, not less that 30 days prior to enforcement actions, including fines and penalties, and collection of the cost described herein.

Section 3: Severability. Invalidity of any one or more of these covenants, conditions and restrictions or any portion thereof by judgment of court order shall in no

way affect the validity of any of the other provisions and the same shall remain in full force and effect.

Section 4: Rules Concerning Builders: Transfer by Declarant. Notwithstanding anything to the contrary contained herein, the Declarant or the Architectural Control Committee shall have the right from time to time to promulgate and amend reasonable rules and regulations concerning the conduct and operations and building activities of any other builders who shall be bound thereby, Wherever the Declarant is granted certain rights and privileges hereunder, the Declarant shall have the right to assign and transfer any of such right and privileges to any other Builders as evidenced by a written instrument recorded in the office of the Franklin County Auditor. Upon assignment by Declarant of its right hereunder, the named Declarant shall thereafter have no further liability, responsibility or obligations for future acts or responsibilities of Declarant hereunder and the successor Declarant shall be solely responsible therefore and all parties shall look to the successor Declarant therefore. At any time, Declarant may by a written recorded notice, relinquish all or any portion of its right hereunder and all parties shall be bound thereby.

Section 5: Miscellaneous. This Declaration shall remain and be in full force and effect for an initial term of thirty-five (35) years from the date this Declaration is recorded. Thereafter, this Declaration shall be deemed to have renewed for successive terms of ten (10) years, unless revoked by an instrument in writing, executed and acknowledged by the then Owners of not less than seventy-five percent (75%) of the Lots in the Project, and said instrument shall be recorded in the office of the Country Recorder of Franklin County, Washington, within ninety (90) days prior to the expiration of the initial effective period hereof, or any ten (10) year extension.

Section 6: Notice. Any notice required hereunder shall be deemed effective when personally delivered or when mailed by certified mail to the owner of public record at the time of such mailing to such owner's address as appears of the Franklin County Tax Records.

Section 7: Amendment. At any time, this declaration may be amended by an instrument in writing, executed and acknowledged by the then Owners of not less than seventy-five (75%) of the Lots in the Project. If there is any conflict between any of the Project Documents, the provisions of the Declaration shall prevail. Thereafter, priority shall be given to the Project Documents in the following order: the Plat then Articles, Bylaws and Rules and Regulations of any homeowners association that might be formed by the Owners.

Section 8: Arbitration. Any dispute involving the Architectural Control Committee or the Association arising out of the interpretation or enforcement of this Declaration of covenants, conditions and restrictions shall be, at the sole discretion and election of the Architectural Control Committee, subject to arbitrations before a single arbitrator selected by the presiding judge of the Franklin County Superior Court.

Date: February 21, 2003

Recorded: February 24, 2003

Recording Number: 1619789