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James G. Boldt

Apr 4 11 33 AM '74

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

285

GREENBROOK PARK NO. 3

THIS DECLARATION, made on the date hereinafter set forth by MEADOW SPRINGS DEVELOPMENT CORPORATION, hereinafter referred to as "Declarant,"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County of Benton, State of Washington, which is more particularly described below;

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, easements, rights of access, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described below shall be held, sold and conveyed subject of the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions, and conditions, shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS:

Section 1. "Association" shall mean and refer to Meadow Springs Home Owner's Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain

Mail:  
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419 Greenbrook Place  
Richland, WA  
99352

real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "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 Area.

Section 5. "Unit" shall mean and refer to any individual multi-unit dwelling shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Declarant" shall mean and refer to Meadow Springs Development Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

#### ARTICLE II

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this declaration is located in, the City of Richland, Benton County, Washington and is described as follows:

Lots 1 through 20 and Lots 1A through 20A and Tracts A, B, and C of Greenbrook Park No. 3.

#### ARTICLE III

ANNEXATION OF ADDITIONAL PROPERTIES:

Section 1. Annexation of additional properties other than properties within the general plan of development provided for in Section 2 hereof, shall require the assent of two-thirds (2/3) of the members of the Association, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast sixty per cent (60%) of the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event the two-thirds (2/3) of the members are not present in person or by proxy, members not present may give their written consent to the action taken thereat. During the development period, annexation of additional properties under this Section 1 shall also require the prior written approval of the Developer.

Section 2. If within fifteen years of the date of recording of this declaration, Developer should develop additional lands within the area described in Exhibit "A" attached hereto, such additional lands may be annexed to the existing property without the assent of the members of the Association: Provided, however, that the development of additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration with the processing papers for Greenbrook Park No. 3. And provided further that the Developer shall not be entitled to any additional votes for the lots which it owns in the annexed areas. Detailed plans for

1 the development of additional lands must be submitted to the Federal  
2 Housing Administration prior to such development. If the Federal  
3 Housing Administration determines that such detailed plans are not  
4 in accordance with the general plan on file with it and so advises  
5 the Association and the Developer, the development of the additional  
6 lands must have the assent of two-thirds (2/3) of the members of  
7 the Association who are voting in person or by proxy at a meeting  
8 duly called for this purpose, written notice of which shall be  
9 sent to all members not less than thirty (30) days nor more than  
10 sixty (60) days in advance of the meeting setting forth the purpose  
11 of the meeting. At this meeting, the presence of members or of  
12 proxies entitled to cast sixty per cent (60%) of the votes shall  
13 constitute a quorum. If the required quorum is not forthcoming at  
14 any meeting, another meeting may be called, subject to the notice  
15 requirement set forth above, and the required quorum at any such  
16 subsequent meeting shall be one-half (1/2) of the required quorum  
17 at the preceding meeting. No such subsequent meeting shall be held  
18 more than sixty (60) days following the preceding meeting.

#### 19 ARTICLE IV

#### 20 MEMBERSHIP IN THE ASSOCIATION:

21 Every person or entity who is the contract purchaser or record  
22 owner of a fee interest in any lot or lots which are subject by  
23 covenants of record to assessment by the Developer or the Association,  
24 shall be a member of the Association: Provided, however, that if  
25 any lot is held jointly by two (2) or more persons, the several  
26 owners of such interest shall designate one of their number as the  
27 "member." The foregoing is not intended to include persons or  
28 entities who hold an interest merely as security for the performance  
29 of an obligation. No owner shall have more than one membership.  
30 Membership shall be appurtenant to and may not be separated from

ownership of or a contract purchaser's interest in any lot which is subject to assessment by the Developer or the Association except that the incorporators shall be eligible for membership without regard to ownership of an interest in the properties. Incorporators who are not owners or contract purchasers of any lot subject to assessment shall cease to be members of the Association at the expiration of two (2) years from the date of incorporation of the Association. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a contract purchaser's interest in) any lot, the membership and certificate of membership in the Association shall ipso facto be deemed to be transferred to the grantee, contract purchaser or new contract purchaser, as the case may be. Ownership of, or a contract purchaser's interest in, any such lot or lots shall be the sole qualification for membership.

#### ARTICLE V

##### VOTING RIGHTS IN THE ASSOCIATION:

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article I with the exception of the Developer. Class A members shall be entitled to one vote for each Lot or Unit in which they hold the interest required for membership by Article IV. When more than one person holds such interest in any Lot or Unit, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Unit.

Class B. The Class B member(s) shall be the Developer. The Class B member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article

IV, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) On September 1, 1974.

#### ARTICLE VI

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES:

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to, or contract purchaser's interest in every assessed lot, subject to the following provisions:

(a) The right of the Association to limit the number of guests of members:

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common property:

(c) The right of the Association to take such steps as are reasonably necessary to protect any such mortgaged property against foreclosure, including, but not limited to, the right to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to the public; and

(d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid and for a period not to exceed thirty (30) days for any infraction of the Association's published rules and regulations. During the developmental period the Association shall be required to exercise its right to suspend the voting rights of, and the right to the use

of the recreational facilities by, a member for non-payment of an assessment, upon the request of the Developer:

(e) The right of the Association, to dedicate or transfer all or any part of the common properties to any governmental unit or public agency or authority or public 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 members entitled to vote has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance; and

(f) During the developmental period, the exercise of all of the rights and powers set forth in subparagraphs (b), (c), and (e) shall require the prior approval of both the Trustee and the Developer.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the common properties and facilities to the members of his family, or his tenants, who reside on the property, and, subject to regulation by the Association to his temporary guests.

Section 3. The Trustee. The Trustee shall hold said common properties in trust for the benefit and enjoyment of the residents of the properties during the developmental period, at which time the trust shall terminate, and the Trustee shall thereupon convey the common properties to the Association subject to the provisions of this declaration or any supplemental declaration. During the terms of said trust, the Developer shall exercise control over the collections and disbursement of assessments and over the development and maintenance of the common properties and related facilities:

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Provided, however, that in the event the Trustee is notified by the Federal Housing Administration that it has received complaints against the Developer, which in nature and number are sufficient, in the opinion of the Federal Housing Administration, to indicate that the Developer is acting unreasonably in the exercise of its control over the collection and disbursement of assessments and development and maintenance of the common properties and related facilities, the Trustee shall have the power to relieve the Developer of such control and, in such event the Trustee shall assume such control itself, either directly or through the appointment of an agent or agents.

Section 4. Common Properties Described. The common properties referred to herein are more particularly described as follows:

Block 2, Block 3, Green Brook Park as recorded in Volume 8 of Plats, Page 133 of plats, records of Benton County, Washington.

and

That portion of Tract B, Meadow Springs #1 recorded in Volume 8 of plats, page 132, lying westerly of the 10 foot utility easement traversing said tract, said easement lying east of U.S.B. R. drainage right-of-way, records of Benton County, Washington.

and

Tracts A, B, and C Greenbrook Park #3.

#### ARTICLE VII

##### COVENANT FOR MAINTENANCE ASSESSMENTS:

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner or contract purchaser of any lot or lots by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Developer

3 during the developmental period, and thereafter to the Association  
4 as hereinafter provided: (1) Monthly assessments or charges, and  
5 (2) Special assessments for capital improvements, such assessments  
6 to be fixed, established, and collected from time to time as here-  
7 inafter provided. The monthly and special assessments, together with  
8 such interest thereon and costs of collection thereof, as hereinafter  
9 provided, shall be a charge on the land and shall be a continuing  
10 lien upon the property against which each such assessment is made.  
11 Each such assessment, together with such interest and costs of  
12 collection thereof (including reasonable attorney's fees) shall  
13 also be the personal obligation of the person who was the owner or  
14 contract purchaser of such property at the time when the assessment  
15 fell due. The personal obligation shall not pass to his successors  
16 in title unless expressly assumed by them: Provided, however, that  
17 in the case of a sale or a contract for the sale of (or an assignment  
18 of a contract purchaser's interest in) any lot which is charged  
19 with the payment of an assessment or assessments payable in installments,  
20 the person or entity who is the owner or contract purchaser immediately  
21 prior to the date of any such sale, contract or assignment shall  
22 be personally liable only for the amount of the installments due  
23 prior to said date. The new owner or contract purchaser shall be  
24 personally liable for installments which become due on or after said  
25 date.

26 Section 2. Purpose of Assessments. The assessments shall be  
27 used exclusively for the purpose of promoting the recreation, health,  
28 safety, and welfare of the residents of the properties, including,  
29 without limitation, the construction, establishment, improvement,  
30 repair, and maintenance of the common properties and services and  
facilities related to the use and enjoyment of the common properties,  
the establishment and operation of the Meadow Springs Patrol, a

private patrol supplementing municipal fire and police protection for residents of the properties, the payment of taxes and insurance on the common properties, and the installation and maintenance of the entry gate and gate house, and the cul-de-sac planters on streets located within the subdivision, and the payment of Trustee's fees to the Trustee appointed hereunder.

Section 3. Amount of the Monthly Assessments. The amount of the monthly assessments shall be as follows:

Each owner or contract purchaser shall pay the amount of Seven Dollars (\$7.00) per month per lot. During such time as title to the common properties is held by the Trustee such sum shall be payable to the Developer. Upon termination of the trust and conveyance of the common properties to the Association the sum shall be payable to the Association. Said monthly assessments may be increased by the Association with the consent of two-thirds (2/3) of the members voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members not later than thirty (30) nor more than sixty (60) days in advance of the meeting. After consideration of current maintenance costs and future needs of the Association the Board of Trustees may fix the monthly assessment at an amount not in excess of the maximum. The monthly assessment may be increased by the Association without the assent of two-thirds (2/3) of the members in an amount not in excess of three (3) per cent per year.

Section 4. Maintenance and Operational Monthly Cost Per Unit.

Each owner or contract purchaser shall pay the amount of Ten Dollars (\$10.00) per month for electricity, water and sewer and rubbish removal; Five Dollars per month (\$5.00) for recreational equipment and supplies; Five Dollars per month (\$5.00) for grounds maintenance;

1 Five Dollars (\$5.00) per month for painting exteriors; Two Dollars  
2 (\$2.00) per month for roofing (20 year life); Five Dollars (\$5.00)  
3 per month for administrative fees; and Five Dollars (\$5.00) per month  
4 for fire insurance on all buildings and public liability.

5 Section 5. Special Assessments for Capital Improvements.

6 In addition to the monthly assessments authorized above, the  
7 Association may levy, in any assessment year, a special assessment  
8 applicable to that year only for the purpose of defraying, in  
9 whole or in part, the cost of any construction, reconstruction, repair  
10 or replacement of capital improvements upon the Common Area, including  
11 fixtures and personal property related thereto, provided that any  
12 such assessment shall have the assent of two-thirds (2/3) of the  
13 votes of each class of members who are voting in person or by proxy  
14 at a meeting duly called for this purpose.

15 Section 6. Date of Commencement of Monthly Assessments -

16 Due Dates. As to each particular lot involved, the liability for  
17 the monthly assessments provided for in Section 3 of this Article VII  
18 shall begin on the first day of the calendar month following the  
19 expiration of six (6) months from the date of any deed or real estate  
20 contract of sale for the lot, or on the first day of the calendar  
21 month following occupancy of the premises, whichever is earlier.  
22 Said assessment shall be due and payable on such date and on the first  
23 day of each calendar month thereafter. The due date of any special  
24 assessments under Section 5 of this Article VII shall be fixed by  
25 the Trustee, or as to the Association, by the resolution authorizing  
26 such assessment. No assessments shall be due until the Developer  
27 conveys title to the Trustee or the Association to the fully developed  
28 common properties.

29 Section 7. Uniform Rate of Assessment. Both monthly and special  
30 assessments shall be fixed at a uniform rate for all lots, including

1 including lots upon which multiple family dwellings are constructed,  
2 that portion of the assessment which is determined on the basis of  
3 an additional amount per living unit shall always be fixed at a  
4 uniform rate and shall never exceed one-seventh (1/7) of the assessment  
5 amount per lot.

6 Section 8. Effect of Nonpayment of Assessments - Remedies.

7 If any assessment is not paid within thirty (30) days after it was  
8 first due and payable, the assessment shall bear interest from the  
9 date on which it was due at the rate of

10 (interest corresponding to the then current FHA interest rate  
11 then in effect at the time of delinquency) and the Developer or, upon  
12 termination of the trust, the Association may bring an action at law  
13 against the one personally obligated to pay the same and/or foreclose  
14 the lien against the property, and interest, costs, and reasonable  
15 attorney's fees of any such action shall be added to the amount of  
16 such assessment and all such sums shall be included in any judgment  
17 or decree entered in such suit. No owner or contract purchaser  
18 shall be relieved of liability for the assessments provided for  
19 herein by non-use of the common properties or abandonment of his lot.

20 Section 9. Subordination of the Lien to Mortgagee.

21 The lien of the assessments provided for herein shall be subordinate  
22 to the lien of any first mortgage (and to the lien of any second  
23 mortgage given to secure payment of the purchase price) now or here-  
24 after placed on any lot. Sale or transfer of any lot shall not  
25 affect the assessment lien. However, the sale or transfer of any  
26 lot which is subject to such first mortgage, or purchase money second  
27 mortgage, pursuant to a decree of foreclosure under such mortgage or  
28 in lieu of foreclosure thereof, shall extinguish the lien of such  
29 assessments as to payments thereof which became due prior to such  
30 sale or transfer. No sale or transfer shall relieve such lot from

1 liability for any assessments thereafter becoming due or from the lien  
2 thereof.

3 Section 10. Exempt Property. The following property subject  
4 to this declaration shall be exempt from the assessments created  
5 herein:

6 (a) All properties owned by Developer;

7 (b) All properties dedicated to and accepted by a  
8 local public authority;

9 (c) All common properties; and

10 (d) All properties owned by a charitable or non-profit  
11 organization except from taxation by the laws of the State of Washington.

12 However, no land or improvements devoted to dwelling use shall  
13 be exempt from said assessments.

14 ARTICLE VIII

15 PARTY WALLS:

16 Section 1. General Rules of Law to Apply. Each wall which is  
17 built as a part of the original construction of the homes or units  
18 upon the properties and placed on the dividing line between the lots  
19 or units shall constitute a party wall and, to the extent not inconsistent  
20 with the provisions of this Article, the general rules of law regarding  
21 party walls and liability for property damage due to negligence or  
22 willful acts or omissions shall apply thereto.

23 Section 2. Sharing of Repair and Maintenance. The costs of  
24 reasonable repair and maintenance of a party wall shall be shared  
25 by the owners who make use of the wall in proportion to such use.

26 Section 3. Destruction by Fire or Other Casualty. If a party  
27 wall is destroyed or damaged by fire or other casualty, any owner  
28 who has used the wall may restore it, and if the other owners there-  
29 after make use of the wall, they shall contribute to the cost of  
30 restoration thereof in proportion to such use without prejudice,

1 however, to the right of any such owners to call for a larger  
2 contribution from the others under any rule of law regarding  
3 liability for negligent or willful acts or omissions.

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

9 Section 5. Right to Contribution Runs With Land. The right of  
10 any owner to contribution from any other owner under this Article  
11 shall be appurtenant to the land and shall pass to such owner's  
12 successors in title.

13 Section 6. Easement for Maintenance. The right of any owner  
14 to an easement over another owner's property for purposes of  
15 maintenance of one's own property shall be appurtenant to the  
16 land and shall pass to such owner's successors in title.

17 Section 7. Arbitration. In the event of any dispute arising  
18 concerning a party wall, or under the provisions of this Article,  
19 each party shall choose one arbitrator, and such arbitrators shall  
20 choose one additional arbitrator, and the decision shall be by a  
21 majority of all the arbitrators.

22 ARTICLE IX

23 ARCHITECTURAL CONTROL:

24 No building shall be erected, placed or altered on any lot  
25 (residential or non-residential) on the property until the building,  
26 plans, specifications, plot plan, landscaping, and fencing plan  
27 showing the nature, kind, shape, height, materials, and location of  
28 such building have been approved in writing as to conformity and  
29 harmony of external design with existing structures in the subdivision,  
30 and as to location of the building with respect to topography and

1 finished ground elevation, by a committee composed of Milo B.  
2 Bauder, Dennis E. Davin, and R. S. Carrier, or by a representative  
3 designated by a majority of the members of said committee. In the  
4 event said board or its designated committee fails to approve or  
5 disapprove such design and location within thirty (30) days after  
6 said plans and specifications have been submitted to it, approval  
7 will not be required and this Article will be deemed to have been  
8 fully complied with. Neither the members of such committee, nor its  
9 designated representatives shall be entitled to any compensation for  
10 services performed pursuant to the covenant. The powers and duties  
11 of said committee members shall cease upon the termination of the  
12 developmental period, or upon the prior death of all three of said  
13 members. Thereafter, the committee approval described in this  
14 covenant shall be obtained from the Architectural Control Committee  
15 of the Association. The Architectural Committee shall be composed  
16 of three or more representatives who shall be appointed by the Board  
17 of Trustees of the Association.

18 All plans, specifications and plot plans which must be sub-  
19 mitted for approval hereunder shall be submitted to said committee  
20 at the following address:

21 Meadow Springs Architectural Control Committee  
22 P. O. Box 785  
23 Richland, WA 99352

24 or to such other address as may hereafter be given in writing to  
25 the owners or contract purchasers involved by the Developer or by  
26 said committee.

27 Signs: No signs shall be erected or maintained on any residential  
28 lot in the tract except that not more than one approved FOR SALE or  
29 FOR RENT sign placed by the owner or builder or by a licensed real  
30 estate broker, not exceeding eighteen (18) inches high and twenty-  
four (24) inches long, may be displayed on any lot.

1 ARTICLE X

2 EXTERIOR MAINTENANCE:

3 In the event an owner of any lot in the properties shall fail  
4 to maintain the premises and the improvements situated thereon in  
5 a manner satisfactory to the Board of Trustees, the Association,  
6 after approval of two-thirds (2/3) vote by the Board of Trustees,  
7 shall have the right, through its agents and employees, to enter  
8 upon said parcel and to repair, maintain, and restore the lot and  
9 the exterior of the buildings and any other improvements erected  
10 thereon. The cost of such exterior maintenance shall be added to and  
11 become part of the assessment to which such lot is subject.

12 ARTICLE XI

13 USE RESTRICTIONS:

14 Section 1. Enjoyment of Property. The owners shall use their  
15 respective properties to their enjoyment in such a manner so as not  
16 to offend or detract from other owner's enjoyment of their own  
17 respective properties.

18 Section 2. In Derogation of Law. No owner shall carry on any  
19 activity of any nature whatsoever on his property that is in derogation  
20 or in violation of the laws and statutes of the State of Washington.

21 Section 3. Pets. Owners shall observe and obey the laws  
22 applicable to the residents of Benton County pertaining to care,  
23 control and husbandry of animals and pets.

24 Section 4. Commercial Activity. There shall be no commercial  
25 activity by the members of this Association within the properties of  
26 this Association.

27 Section 5. Temporary Structures. No structure of a temporary  
28 character, such as a trailer or a shack or other outbuildings shall  
29 be used on any lot at any time as a residence.

30 Section 6. Nuisances. No noxious or offensive activity shall

1 be carried on upon any properties, nor shall anything be done thereon  
2 which may become a nuisance as such is defined in the laws of the  
3 State of Washington.

4 Section 7. Livestock and Poultry. No animals or livestock  
5 or poultry of any kind shall be raised, bred or kept on any lot  
6 except that dogs, cats or other household pets may be kept according  
7 to the provisions of Section 3 hereof.

8 Section 8. Garbage and Refuse Disposal. No lot shall be used  
9 or maintained as a dumping ground for rubbish. Trash, garbage or  
10 other waste shall not be kept except in a sanitary container.

11 Section 9. Sewage Disposal. No individual sewage disposal  
12 system shall be permitted on any lot.

13 Section 10. Oil and Mining Operations. No oil drilling,  
14 oil development operations, oil refining, quarrying or mining  
15 operations of any kind shall be permitted upon or in any lot,  
16 nor shall oil wells, tanks, tunnels, mineral excavations or  
17 shafts be permitted upon or in any lot.

18 Section 11. Water Supply. No individual water supply system  
19 shall be permitted on any lot.

20 Section 12. Windows and Openings. No windows or openings, to  
21 include vents, shall open onto the property of another where a zero  
22 lot line wall exists, excepting where building is facing any "Common  
23 Area" ten (10) feet or more in width.

24 Section 13. Distance Between Buildings. In all cases there  
25 shall be a distance of ten (10) feet between buildings, and a given  
26 distance of ten (10) feet from all existing public roads occupied  
27 by vehicular traffic. In all cases, the setback requirements for  
28 front yard, rear yard and side yard shall not be in derogation of  
29 County standards and practices for developments of this type.

30 Section 14. Setback and Fence Requirements for Fairway Units.

1 No structures except original construction shall be constructed  
2 or maintained closer than twenty (20) feet to the fairway property  
3 line. No fence shall be constructed across the rear of the lot closer  
4 than fifteen (15) feet to the fairway property line without the prior  
5 written approval of the Architectural Control Committee.

6 ARTICLE XII

7 EASEMENTS:

8 Section 1 Common Area. The entire common area shall be  
9 subject to an easement of access and enjoyment for all the member  
10 owners of the Association.

11 Section 2. Utilities. All property, both private and the  
12 Common Area, shall be subject to an easement for public utilities  
13 of all types.

14 Section 3. Roof Overhang. There will be a maximum roof  
15 overhang easement of two (2) feet on the adjacent lot where a  
16 zero lot line exists.

17 Section 4. Maintenance. Each wall which is built as a  
18 part of the original construction of the homes or units upon the  
19 properties and placed on the dividing line between the lots shall  
20 constitute a party wall and each owner therein shall have an easement  
21 over the adjacent property for maintenance of exterior walls, roofs  
22 and sidings and this easement for maintenance shall run with the land.

23 Section 5. Turn-Around Area. An easement is hereby reserved  
24 at the interior of each Association owned road, which has a dead end,  
25 sufficient to construct a turn-around area for use by vehicular  
26 traffic.

27 Section 6. Persons lawfully using the Meadow Springs Golf  
28 Course shall have an easement to come upon fairway lots solely for  
29 the purpose of retrieving golf balls from upon any such fairway  
30 lot.

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ARTICLE XIII

MEMBERSHIP IN MEADOW SPRINGS GOLF AND COUNTRY CLUB:

Each lot owner or contract purchaser shall, upon making application therefor, be entitled to either a social membership or, if there are playing memberships then available, a playing membership in Meadow Springs Golf and Country Club, subject to the Articles of Incorporation and the Bylaws of the Golf Club and to the continued payment of the dues and fees as fixed for social and playing members respectively by the Board of Directors of the Golf Club. Social members shall be entitled to the use of any clubhouse, swimming pool, tennis court or other recreational facility located on the Golf Club grounds, with the exception of the golf course itself. Playing members shall be entitled to all of the privileges of social membership and in addition shall be entitled to the use of the golf course. The number of social memberships shall not be limited but the number of playing memberships shall be subject to limitation by the Board of Directors of the Golf Club. It is understood that both social and playing memberships may, at the discretion of the Board of Directors of the Golf Club be open to persons other than the owners or contract purchasers of lots in the Meadow Springs Development Corporation.

ARTICLE XIV

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, easements, 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 of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these

1 covenants or restrictions by judgment or court order shall in no  
2 way affect any other provisions which shall remain in full force  
3 and effect.

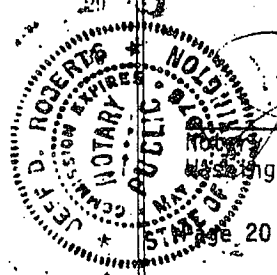
4 Section 3. Amendment. The covenants and restrictions of this  
5 Declaration shall run with and bind the land, and shall inure to the  
6 benefit of and be enforceable by the Association, or the owner of any  
7 lot or unit subject to this Declaration, their respective legal  
8 representatives, heirs, successors, and assigns, for a term of  
9 twenty (20) years from the date this Declaration is recorded, after  
10 which time said covenants shall be automatically extended for  
11 successive periods of ten (10) years. The covenants and restrictions  
12 of this Declaration may be amended during the first twenty (20)  
13 year period by an instrument signed by not less than ninety (90)  
14 per cent of the lot owners, and thereafter by an instrument signed  
15 by not less than seventy-five (75) per cent of the lot or unit  
16 owners. Any amendment must be properly recorded.

17 Section 4. FHA Approval. As long as there is a Class B  
18 membership, the following actions will require the prior approval  
19 of the Federal Housing Administration: Annexation of additional  
20 properties, dedication of Common Area, and amendment of this Declaration  
21 of Covenants, Conditions and Restrictions.

22 IN WITNESS WHEREOF, the undersigned, being the Declarant herein,  
23 has set its hand and seal this 2<sup>nd</sup> day of April, 1974.

24  
25  
26 Milo B. Bauder James R. Boldt  
27 Builder, Owner Milo B. Bauder Manager, Owner James R. Boldt  
28

29  
30  
31 Jeff D. Roberts  
Notary Public in and for the State of  
Washington, residing at  
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SCHEDULE "A"

IN THE COUNTY OF BENTON, STATE OF WASHINGTON:

That portion of the south half of south half of south half of north half and of south half of Section 35, Township 9 North, Range 28 East, W.M., lying northeasterly of center line of Badger East Lateral, EXCEPT south 652 feet thereof and EXCEPT following described tract:

Beginning at northeast corner of south half of south half of south half of north half of said section; thence south along east line thereof 505 feet; thence west parallel with the north line of south half of south half of south half of north half of said section 860 feet; thence south parallel with the east line of said section 204 feet; thence west parallel with the north line of south half of south half of south half of north half of said section to center line of Badger East Lateral; thence northerly along said center line to north line of south half of south half of south half of north half of said section; thence east along said north line to point of beginning.

And

Section 36, Township 9 North, Range 28 East, W.M., EXCEPT the south half of southwest quarter and EXCEPT Meadow Springs #1 and Meadow Springs #2.

Attachment