

FILED FOR RECORD AT REQUEST OF:
City of Pasco, Washington

WHEN RECORDED RETURN TO:
City of Pasco, Washington
525 North 3rd
Pasco WA 99301

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BY THE CITY OF PASCO FOR CERTAIN REAL PROPERTY
IN FRANKLIN COUNTY, WASHINGTON**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
("Declaration") is made this 13 day of February, 2010, by the City of Pasco, a Washington
Municipal Corporation, hereinafter referred to as "Declarant."

WHEREAS, the Declarant owns the below described real property located in Pasco,
Franklin County, Washington, together with the improvements made and to be made thereon,
commonly known as "1024, 1028 and 1032 South 5th Avenue" which is hereinafter referred to as
the "Properties"; and

WHEREAS, for the benefit and protection of the Properties, to enhance their value and
attractiveness as a desirable place to live accomplished by the implementation of these
Covenants, and for the protection and benefit of the City of Pasco which has made substantial
investment to develop, rehabilitate and beautify the Properties; and

WHEREAS, the City has a continuing interest in keeping properties within the City well
maintained, attractive and valuable.

DECLARATION

NOW, THEREFORE, Declarant does hereby declare that the Properties described below shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions which shall run with each property and parcel thereof, and shall be binding on all parties having or acquiring any right, title or interest in such property, or any part thereof, and shall inure to the benefit of each owner thereof, and furthermore continue to benefit the City of Pasco.

SECTION 1
DESCRIPTION OF THE PROPERTIES

1.1 The Properties subject to this Declaration are commonly known as 1024, 1028 and 1032 South 5th Avenue, Pasco, Franklin County, Washington, and more particularly described as follows:

SHORT PLAT 2009-05 LOT 1
SHORT PLAT 2009-05 LOT 2
SHORT PLAT 2009-05 LOT 3

1.2 Initial Development. Declarant hereby declares that all of the Properties described above are owned and shall be owned, conveyed, hypothecated, encumbered, used, occupied and improved subject to this Declaration.

SECTION 2
USE AND LANDSCAPING REQUIREMENTS

2.1 Landscaping.

(a) All front, side, and rear yards shall be landscaped and must be completed within one hundred and twenty (120) days of occupancy of the residences contained on the Properties. In the event of undue hardship due to extraordinary weather conditions, this period may be extended for a reasonable length of time upon written approval of the City of Pasco. Once landscaping has been initially completed, it shall be maintained in good condition as more particularly described below.

(b) Landscaping, including landscaping of the side and rear yards of the above-described properties shall be planted and maintained with live vegetation covering at least 50% of the applicable yard area. The landscaping must be kept in a healthy, weed-free and growing condition and meet accepted standards of maintenance.

(c) Live vegetation shall consist of healthy nursery stock including lawn, ground cover, shrubs or trees. Live vegetation does not include weeds, bark, mulches, ornamental stone or artificial plants.

SECTION 3 **ENFORCEMENT**

3.1 Enforcement.

(a) Each property owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration. In the event of a violation or breach of any of the same, the Declarant or any Property Owner, jointly or severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive or other equitable relief as may be available at law. It is intended that the City of Pasco be a third party beneficiary of this declaration, and have a continuing right of enforcement with or without a current ownership interest in one or more of the properties. If the Declarant or Property Owner seeking enforcement under this section is a prevailing party in any litigation involving this Declaration, then that party also has the right to recover all costs and expenses incurred including reasonable attorney fees and paralegal fees. In the event the Declarant seeks injunctive relief under this provision, no bond shall be required. In the event a Court of competent jurisdiction determines, notwithstanding this provision, that a bond is required, a bond shall be allowed at the lowest amount permissible by law.

(b) In addition to the above rights, the Declarant shall have a right of abatement if a Property Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. A Right of Abatement, as used in this Section, means the right of the Declarant, through its agents and employees; to enter at all reasonable times upon any property subject to this Declaration, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Property Owner to abate, extinguish, remove or repair such violation, breach, or other condition which may exist thereon contrary to the provisions of this Declaration, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions; provided such entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the costs of collection and reasonable attorneys' fees shall be a binding personal obligation of the Property Owner, enforceable at law, and shall be lien on such Property Owner's parcel.

(c) Any such lien shall be recorded in the real property records of the Franklin County Auditor. The Declarant may bring an action to recover a money judgment for unpaid abatement costs as described above under this Declaration in lieu of foreclosing a lien. The lien for the abatement costs, provided for in this Declaration, shall be subordinate to the lien of any mortgage on such property which was in good faith and for value and which was recorded prior to recordation of the notice of lien. Sale or transfer of any lot shall not affect the validity of the lien.

SECTION 4
GENERAL PROVISIONS

4.1 Amendment and Appeal.

(a) This Declaration, or any provision thereof, as from time to time in effect with respect to all or any part of the Properties, may be repealed in writing by the Declarant, and may be amended by the Declarant with approval in writing of not less than sixty percent (60%) of the Property Owners.

(b) Any such repeal or amendment shall become effective only upon recordation in the real property records of the Franklin County Auditor's Office.

4.2 Notices and Other Documents. All notices and other communications under this Declaration shall be given to the parties hereto at the following addresses:

(a) If to Declarant, then to:

City of Pasco
Community & Economic Development
525 N. Third Avenue
Pasco, WA 99301

(b) If to Property Owner, at the address of their respective properties.

4.3 Severability. Each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity of enforceability of the remaining part of that or any other provision. Except, should it ever be determined that the City of Pasco is no longer a party benefited by this Declaration, and is thus no longer capable of seeking legal remedy to enforce the provisions of this Declaration, then, and unless appeal or legislation is known to be pending on such determination, these covenants, conditions and restrictions shall terminate.

