



2002-027732
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Benton County

RETURN ADDRESS:

River Road Properties
P.O. Box C-96005
Bellevue, WA

CASCADE TITLE CO.

157724KS

Document Title(s) (or transactions contained therein):

97.00

1. Covenants

- 2.
- 3.
- 4.

Reference Number(s) of Documents:

Grantor(s) (Last name first, then first name and initials)

1. Meadow Parke Estates

- 2.
- 3.
- 4.

5. Additional names on page of document.

Grantee(s) (Last name first, then first name and initials)

1. Public

- 2.
- 3.
- 4.

5. Additional names on page of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Additional legal on page of document.

Assessor's Property Tax Parcel/Account Number

1-0288400003-000

Additional on page of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



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**COVENANTS, EASEMENTS, CONDITIONS
AND RESTRICTIONS
FOR
MEADOW PARKE ESTATES**

15774KS

THIS DECLARATION is made on the date hereinafter set forth by the undersigned owner of the real property commonly known as Meadow Parke Estates, records of Benton County, Washington.

WITNESSETH:

WHEREAS, by this instrument, the undersigned intends to set forth certain protective covenants, easements, conditions, and restrictions, binding upon ownership at Meadow Parke Estates.

NOW, THEREFORE, the undersigned hereby declares that all lots in Meadow Parke Estates shall be held, sold, conveyed and developed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing the value and attractiveness of said subdivision. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties now having or hereafter 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 1.1 Association. The term "Association" shall mean Meadow Parke Estates Homeowners Association.

Section 1.2 Owner. The term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract purchasers, but excluding those having such interest merely as security for the

performance of an obligation.

Section 1.3 Developer. The term "Developer" shall mean and refer to River Road Properties, LLC.

ARTICLE II

Property Affected by These Covenants

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to these covenants is located in the City of Richland, County of Benton, State of Washington, and legally described on the attached Exhibit "A".

ARTICLE III

Formation of Homeowners' Association

Section 3.1 Membership. All persons owning or acquiring a residential lot in Meadow Parke Estates shall automatically become members in Meadow Parke Estates Homeowners Association. Such ownership shall be the sole qualification for membership. Membership is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a lot within Meadow Parke Estates. Upon the transfer of a fee interest to, or upon the execution and delivery of a real estate contract for the sale of any lot, the membership in the Association shall be deemed transferred to the grantee, contract purchasers or new contract purchaser, as the case may be. When more than one person holds an interest in any lot, all such persons shall be members.

Section 3.2 Voting. Each lot shall be entitled to one vote. The vote for any lot owned by more than one person shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any lot.

Section 3.3 Management. The Association formed by these covenants shall be managed by a Board of Directors composed of three (3) members of the Association. The Association shall conduct its business in accordance with the Bylaws attached hereto as Exhibit "B". Bruce Clibborn shall constitute the initial Board of Directors until 75% of the lots are sold to homeowners who will

live in the homes being constructed thereon.

Section 3.4 Incorporation. The Association may be incorporated upon a majority vote of lot owners.

Section 3.5 Liability. Neither the Association nor any member thereof shall be liable to any owner, occupant, builder or other party for any damage, loss or prejudice suffered or claim on account of any action or failure to act of the Association or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith. The Association shall obtain liability insurance coverage appropriate to the function set forth herein.

ARTICLE IV

Purpose of Homeowners Association

The Meadow Parke Estates Homeowners Association is created for the purpose of fixing and collecting assessments as hereafter established, administering matters related to architectural control, coordinating improvements and maintenance necessary to maintain a uniform exterior appearance, and to otherwise administer and enforce these covenants for the benefit of the membership as a whole.

ARTICLE V

Assessments

Section 5.1 Creation of Lien and Personal Obligation for Assessments. Each owner or contract purchaser of any lot or lots within said Meadow Park Estates, by acceptance of a deed or real estate contract herein, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association monthly assessments and special assessments for the purposes hereafter set forth.

All assessments, together with interest and collection costs (including reasonable attorney fees) shall be a continuing lien upon the property against which such assessment is made. The date of the priority of said continuing lien shall be as of the date of the assessment. Each assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees)



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

Section 5.2 Purpose of Assessment. The assessments levied by the Association shall be used for improvements and maintenance necessary to maintain common area entry signs, common area landscaping and weed control, the perimeter fence for the subdivision including periodic painting of the road-facing side of the fence, common area irrigation, lighting, the storm water detention check dams for the plat located on Lots 6-20, Block 2, Meadow Parke Estates, and for purposes incidental thereto, including architectural control, enforcement of use restriction, and other purposes appropriate to the health, safety, welfare and interest of the Association's membership or their properties.

Without limiting the foregoing purposes, assessments are specifically intended for periodic painting of the road-facing side of the subdivision perimeter fence, maintenance and repair of the common area signs, landscaping and weed control of the common area and on the road-facing side of the perimeter fence, common area irrigation, lighting and electrical charges, and maintenance and repair of the storm water detention check dams located within the easement on Lots 6-20, Block 2, Meadow Parke Estates. Assessments are also intended to include a reserve fund for deferred maintenance and emergencies.

Section 5.3 Amount of Monthly Assessments. There shall be an initial assessment of \$100.00 payable at the time of the initial sale of each lot to the first homeowner to take possession of the property. There shall be no assessments until the developer has sold at least seventy five percent (75%) of the lots. Thereafter, the amount of monthly assessments shall be determined at a special meeting of the owners called for this purpose. After the amount of the initial annual assessment has been so set, the Board of Directors may increase the annual assessment as necessary to meet the reasonable expenses of the Association, provided, the annual assessment may not be increased by more than twenty percent (20%)



without an affirmative vote of at least sixty percent (60%) of the lot owners.

Section 5.4 Effect of Non-Payment of Assessment - Remedies. If any assessment is not paid within thirty (30) days after it becomes due and payable, the assessment shall bear interest from the date on which it is due at the rate of twelve percent (12%) per annum and the Developer, or, upon transfer of its interest to the Association, the Association may bring an action at law against the person personally obligated to pay the same and/or foreclose or lien against the property, and interest, costs and reasonable attorney's fees of such action shall be added to the amount of the assessment and all sums shall be included in any judgment or decree entered in such suit. No owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of the common property or abandonment of his lot.

Section 5.5 Rate of Assessment. Assessments must be fixed at a uniform rate for all lots.

Section 5.6 Subordination. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust issued by an institutional lender. The sale or transfer of any lot pursuant to foreclosure proceedings, either judicial or nonjudicial, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due. Nor shall such sale or transfer relieve an owner from personal liability for any assessment which became due while he/she was the owner of said lot.

ARTICLE VI

Use Restrictions

Section 6.1 Enjoyment of Property. The owners shall use their respective properties for their enjoyment in such manner as not to offend or detract from the other owners' enjoyment of their own respective properties.

Section 6.2 In Derogation of Law. No owner shall carry on any activity on his or her property that is in violation of the laws and statutes of the State of Washington.

Section 6.3 Animals. No animal, livestock or poultry of any kind other than household pets shall be kept or maintained on any part of Meadow Parke Estates. Dogs and cats (not exceeding a total of three (3) at any one residence) may be kept, provided that they not be kept, bred or maintained for any commercial use or purpose. Any kennel or dog run must be screened from view of the street. Any dogs must be kept so as to minimize excessive noise from barking or they shall be considered a nuisance according to the terms of the covenants.

Section 6.4 Temporary Structures. No structures of a temporary nature, including but not limited to trailers, basement house, tents, garages, barns or other outbuildings shall be used on any lot, except those temporary trailers or buildings used in connection with construction work or real estate sales.

Section 6.5 Nuisances. No noxious or offensive activity shall be carried on upon any residential lot. No activity shall be allowed to become an annoyance or nuisance or decrease the value of the property of any neighbor or of the neighborhood in general.

Section 6.6 Radio and Television Antennas. No radio, television, C.B.'s, ham, sideband radios, satellite dish, or any other antennas shall be permitted to extend more than ten (10) feet above the roof line of any residence or be allowed in the front or side yard of any lot. If a dish-type antenna is installed in the back yard of any lot, it shall be a maximum 24" diameter and properly screened from the view of any other lot.

Section 6.7 Garbage and Refuse Disposal. No lot shall be used as a dump for trash or rubbish of any kind. All garbage and other debris shall be kept in appropriate sanitary containers for proper disposal. Yard debris such as rocks, grass, shrubbery clippings, and dirt and other materials resulting from landscaping work shall not be dumped into public streets, ditches or onto other lots within the Plat. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner.

Section 6.8 Unsightly and Abandoned Vehicles. No owner of any residential lot shall permit any vehicle which is non-operational and in an extreme state of disrepair and which is owned by him or by any other member of his household or any acquaintance, to be abandoned or to remain parked upon any street or upon any residential lot for a period in excess of twenty-four (24) hours.

A vehicle shall be deemed to be in an extreme state of disrepair when its presence and/or appearance offends the reasonable sensibilities of the occupants of the neighborhood. Upon violation of this covenant, the Homeowner's Association will notify the violator of their violations in writing. If the violation is not corrected within seven (7) days of the notification, the Association will mail a second "Certified" notification. If the violation is not corrected within ten (10) days of receipt of the second notification, the Association will have the vehicle and/or material towed and stored at the owner's sole expense.

Section 6.9 Signs. No signs of any kind shall be displayed to the public view on any lot, building, or structure, except signs used by the builder to advertise the property during construction, by a home owner or his/her designated representative advertising a residence or lot for sale or rent, or by the developer for any purpose deemed appropriate. These signs shall be professionally prepared. No more than one sign of not more than five (5) square feet shall be allowed per lot. Builder and Developer signs erected during construction may exceed these sign dimensions.

Section 6.10 Lot Lighting. No lights within the plat, excepting streetlights, shall exceed eight (8) feet in height without prior written approval from the Homeowners Association Board of Directors. No sodium Vapor, quartz, metal halide or other high intensity lighting is permitted.

Section 6.11 Residential use Restriction. The owners shall use their respective properties for residential uses only. No commercial activity of any kind shall be conducted upon any residential lot, except as approved by the City of Richland, i.e. home businesses. No equipment, vehicle (including buses, trucks and trailers) or materials or supplies shall be parked, stored dismantled or repaired on any residential lot or on any street within the property.

Section 6.12 Mortgages Protected. No mortgage or deed of trust recorded covering any residential lot shall be impaired by the covenants recorded for the Plat. Title to any residential lot obtained as a result of foreclosure shall be held subject to all covenants.

Section 6.13 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, exploration, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil well tanks, tunnels, mineral excavations or

shafts be permitted upon any lot. No derricks or other structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 6.14 Water Supply. No individual water supply system shall be permitted on any residential lot except for Block 4 Lots 1-13 which shall be required to have individual irrigation wells.

Section 6.15 Driveways, Parking and Storing of Vehicles and Trailers. All driveways shall be completely paved. No property owner shall construct or maintain a roadway for ingress or egress to property in subdivision, except driveways to the platted streets. No direct access from any lot to Lorayne J Blvd shall be permitted.

No Owner of any lot shall store, in excess of forty-eight (48) hours, any van, camp trailer, camper, camper truck, boat, boat trailer, horse trailer, recreational vehicle, commercial vehicle, bus, truck, or any other similar machinery or equipment of any kind on driveways, public streets, or upon any lot, except standard sized pickup trucks, SUVs and passenger cars. Exempt from the forgoing are boats, campers, and recreational vehicles which may be stored in driveways or alongside garages from Memorial Day through Labor Day.

Section 6.16 Off-Road Vehicles. No owner of any lot, nor any member of his/her family or any tenant or guest shall, at any time, operate any motorized off-road vehicle, motorcycle, or ATV or similar vehicle of any type upon any portion of the property whether said property is developed or undeveloped.

Section 6.17 Firearms. The shooting of any type of weapon or firearm is prohibited within Meadow Parke Estates.

Section 6.18 Common Property Maintenance. The Association shall be responsible to maintain common area entry signs, landscaping, lighting, irrigation, perimeter fence and weed control on Leslie and Lorayne J Blvd. including painting of road-facing side only on Leslie and Lorayne J. Blvd and the storm water detention system including check dams for the plat contained within the conservancy easement on Block 2 Lots 6-20. The common area landscaping easements set forth on the plat shall be maintained by the Association. The common area landscaping easements to be maintained by the Association are located at:



- SE corner Block 1, Lot 4
- SW corner Block 1, Lot 1
- SE corner Block 3, Lot 1
- SW corner Block 3, Lot 25
- SE corner Block 2, Lot 32
- SW corner Block 2, Lot 13
- SE corner Block 2, Lot 14

The line westerly of Lot 4 of Meadow Springs Ranch No. 1 is designated as common area to be maintained by the Association.

ARTICLE VII

Easements

Section 7.1 Easements. Easements for utilities and drainage are shown on the recorded Plat map. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement areas of each lot and all improvements on it shall be maintained continuously by the owner of the lot except for those improvements for maintenance which a public authority or utility company is responsible. There are various other easements as noted on the plat of the subdivision which apply to particular lots and the provisions of this covenant apply as appropriate. A three-foot easement for drainage purposes is reserved along the lot lines in the side and rear of each lot in the subdivision.

Section 7.2 Conservation Easement. Block 2 Lots 5-20 shall be subject to a 60-foot conservation easement as drawn on the Plat. Owners of Block 2 Lots 5-20 must read and abide by the Washington State Fish and Wildlife Hydraulic Project Approval attached hereto as Exhibit "C". The Final Plat shall identify the entire stream channel that is within or adjacent to the development, along with the recorded 60 foot conservation easement. The conservation easement shall be maintained in native vegetation. No structures or projects including but not limited to, sheds, hot tubs, permanent benches, bulkheads, railroad ties, fences, floating platforms, impervious pathways or pads, railings, barbeque pits, gardens, or pea patches shall be allowed. No temporary or permanent storage of any kind shall be allowed within the conservation easement area.



ARTICLE VIII

Architectural Control

Section 8.1 Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to, 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 by the Board of Directors of the Homeowners Association. The Board of Directors' decision will be based upon the harmony of external design and location in relation to surrounding structures and topography. In the event the board fails to approve or disapprove a proposed alteration or improvement within thirty (30) days after said plans and specifications have been submitted to it, approval will no longer be required, and this Article will be deemed to have been fully complied with.

Section 8.2 Single Residential Lots. All structures erected, altered or maintained on any residential lot shall be single family residential dwellings, which do not exceed two (2) stories in height, and a private garage for no less than two (2) standard size passenger automobiles.

Section 8.3 Structure Quality and Size.

A. Building Size Requirements. No structure or building of any kind shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family Living Unit for one single-family occupancy only, not to exceed two stories, above grade, in height. All Living Units shall have an attached, directly or by roof covered breezeway of twenty (20) feet or less in length, garage for not more than four (4) nor less than two (2) standard size passenger automobiles. Each Living Unit may have one (1) accessory or storage building which must be approved by the Board of Directors. All such structures shall have exterior siding and roofing materials matching those used on the Living Unit. The ground floor area of a Living Unit main structure, exclusive of porches, decks, patios, and garages, shall not be less than one thousand eight hundred (1800) square feet for a one (1) story dwelling, nor less than eleven hundred (1100) square feet for the ground floor area and a total of at least one thousand eight hundred (1800) square feet for a two story Living Unit. A single story Living Unit with a daylight basement may, with the Board of

Decorative wrought iron,
Aluminum or Vinyl
Brick - Stone - Cultured
or natural
Stucco - Dryvit

E. Front Exterior of Homes. The exterior surface of the front walls of the homes, including garages, shall consist of a minimum of ten (10%) percent stucco, dryvit, brick, rock or masonry.

Section 8.4 Construction Requirements. All Living Units, accessory buildings and buildings upon Common Properties shall be stick framed, built on the site on a concrete slab or foundation with crawl space or basement. No pre-manufactured, mobile or modular homes, or any similar type of home shall be allowed. It is the intent and purpose of this section to assure all Living Units and accessory buildings shall be of top quality in both workmanship and materials. Both materials and workmanship shall be subject to review and approval by the Board of Directors. The Board of Directors shall review all plans for proposed new construction, additions, and modification to ensure compatibility of style and quality with existing homes.

Section 8.5 Fences, Walls and Decks. No fence, wall, hedge, or mass planting shall be permitted to extend nearer to any side street than is allowed by city building codes but in no case less than five (5) feet behind the utility easement or sidewalk, which ever is furthest from the curb. No fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than six (6) feet above the ground. In no event shall side yard fences, walls or hedges project beyond the front walls of any Living Unit or Garage. Fences, walls and decks shall be well constructed of suitable materials and shall be artistic in design and shall not detract from the appearance of any of the Living Units located upon adjacent Lots nor be offensive to the Owners or occupants thereof. No fence, wall or deck shall be constructed without prior written approval from the Board of Directors. The Board of Directors shall establish guidelines for the construction, repair, replacement, maintenance and extension of fences and walls. The Board of Directors shall have the authority in any individual case to make such exceptions to the building setback, height and fence location requirements set forth herein as said Board shall in its sole discretion deems necessary and advisable.

Section 8.6 Landscaping. Owners shall, within thirty (30) days after substantial completion of a Living Unit, install sidewalks

along all property lines which are adjacent to and parallel public streets right-of-ways and landscape the front yard, and side yard of corner lots, which abut public streets, using a mix of grass, shrubs and trees selected by the Owners from the approved specimen list. No landscape planting, with the exceptions of trees and foundations plantings, shall be allowed to grow to a height exceeding six (6) feet. No tree shall be allowed to grow to a height exceeding twenty-five (25) feet unless approval is obtained in writing from the Board of Directors with the approval of two-thirds (2/3) of the votes cast by Members. No tree shall be allowed which is a type whose roots are known to rise to the surface or impact sidewalks, driveways and foundations. After notice to an Owner from the Board of Directors of Owner's failure to so maintain their landscaping, and after the approval of two-thirds (2/3) of the Board of Directors, or such other Association committee to which such oversight shall have been delegated, the Board of Directors shall have the right, through its agents and employees, upon not less than forty-eight (48) hours prior written notice, to enter upon any Lot which has been found to violate this section in order to repair, maintain and/or restore the landscaping to such standards. The cost for such repair, maintenance, and/or restoration shall be paid by the Owner within 10 days of being billed by the Association and shall also become a lien upon the land involved.

ARTICLE IX

General Provisions

Section 9.1 Enforcement. The Association, Developer, or any owner, shall have the right to enforce by proceedings at law or equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by these covenants. In such action the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

Section 9.2 Severability. Invalidation of any one of these conditions or restrictions by judgment or court order shall in no wise affect any other provision. All other provisions shall remain in full force and effect.

Section 9.3 Amendments. The covenants 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 owners of any lot or unit subject to this declaration, their legal



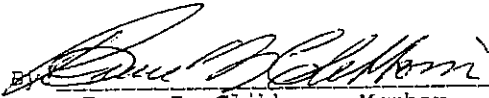
representatives, heirs, successors and assigns. The conditions, covenants and restriction of this declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot or unit owners therein. All amendments shall be binding upon recording with the Benton County Auditor.

Section 9.4 Costs. In any action brought to enforce these covenants or collect any assessment or money owing thereunder, the predominantly prevailing party shall be entitled to recover his costs and reasonable attorney fees, including attorney fees on appeal.

Section 9.5 Immunity. So long and any Board member, Developer or their agents or employees, acting on behalf of the Board, the Association, or the Developer, has acted in good faith, without willful or intentional misconduct, upon the basis of such actual information as is then possessed by said person, then such person shall not be personally liable to any Owner or any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person. The Association shall indemnify all Board Members, the Developer and their agents and employees against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed in connections with any proceeding to which such person may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not such person holds such positions at the time such expenses and liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of his or her duties.

DATED this 17 day of July, 2002.

RIVER ROAD PROPERTIES, LLC

By 

Bruce B. Clibborn, Member
Owner/Developer

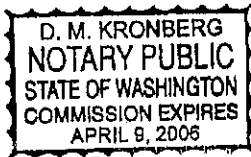


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Benton County

STATE OF WASHINGTON)
)ss.
COUNTY OF BENTON)

On this 17th day of July, 2002, personally appeared before me Bruce B. Clibborn to me known to be a Member of River Road Properties, LLC, the owner of Meadow Parke Estates, the individual who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said River Road Properties, LLC for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



D.M. Kronberg
Notary Public in and for the State
of Washington, residing at Kennecott, WA.
My Commission Expires: 4/9/06.



EXHIBIT "A"

PARCELA

The North half of the South half of the Northeast quarter of the Southeast quarter of Section 2, Township 8 North, Range 28 East, W.M., EXCEPT the East 40 feet for roads and EXCEPT canal right of ways, records of Benton County, Washington.

PARCEL B

Lot 1, Block 1, MEADOW SPRINGS RANCH NO. 1, according to the Plat recorded in Volume 14 of Plats, Page 26, records of Benton County, Washington.

PARCEL C

Lot 2, Block 1, MEADOW SPRINGS RANCH NO. 1, according to the Plat thereof recorded in Volume 14 of Plats, Page 26, records of Benton County, Washington.

PARCEL D

Lot 3, Block 1, MEADOW SPRINGS RANCH NO. 1, according to the Plat thereof recorded in Volume 14 of Plats, Page 26, records of Benton County, Washington.

PARCELE

Tract H, MEADOW SPRINGS RANCH NO. 1, according to the Plat thereof recorded in Volume 14 of Plats, Page 26, records of Benton County, Washington.

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Tract L, MEADOW SPRINGS RANCH NO. 1, according to the Plat thereof recorded in Volume 14 of Plats, Page 26, records of Benton County, Washington.

BYLAWS
FOR
MEADOW PARKE ESTATES SUBDIVISION
HOMEOWNERS ASSOCIATON

ARTICLE I

Board of Directors/Officers

Section 1.1 Administration of the Meadow Parke Estates Association shall be by a Board of three (3) directors elected from among Meadow Parke Estates lot owners. This Board shall elect a president, vice-president, and secretary/treasurer from among its members. Until 75% of the lots are owned by homeowner occupants, the Board of Directors shall consist of one person, Bruce Clibborn.

Section 1.2 Special meetings of the Board of Directors may be called by any director on three days notice to each director, and personal attendance of any director shall constitute waiver of notice by such director. The annual meeting of the directors shall be held in conjunction with the annual meeting of the owners. Other meetings of directors may be called and held at any time and place.

Section 1.3 A majority of the qualified directors shall constitute a quorum for the convening of a meeting and conduct of business of the directors.

Section 1.4 Directors are elected annually at the Owners Meeting described at Bylaws Article II.

Section 1.5 No director/officer shall receive compensation for serving as a director/officer.

Section 1.6 The president shall preside at all meetings of the Association and of the Board of Directors and may exercise the powers ordinarily allocable to the presiding officer of an Association, including the appointment of committees. In the

EXHIBIT "B"

absence or inability of the president, the vice-president shall perform the functions of the president. The secretary shall keep minutes of the Association and keep such books and records as may be necessary and appropriate for the records of the Association and its Board. All correspondence pertaining to the Association shall be signed by the president.

Section 1.7 The treasurer shall maintain a bank account for the funds of the Association and deposit therein all assessments and other funds of the Homeowners Association, keeping accurate records thereof and disbursing the same only for purposes of the Association and as approved by the Board of Directors.

Section 1.8 Directors may be removed or replaced at any time by a majority vote of the members.

ARTICLE II

Owners' Meetings

Section 2.1 There shall be an annual meeting of the owners in the first quarter of each year beginning in 2003 or as soon as 75% of the lots are owned by homeowner occupants, whichever is later, at such reasonable place and time as may be designated by written notice of the Board delivered to the owners no less than ten (10) days prior to the date fixed for said meeting.

Section 2.2 At such annual meeting the Directors shall submit to the membership its budget for the coming year setting forth the assessment to be paid by each lot owner for the coming year.

Section 2.3 All members may vote in person or by written proxy.

Section 2.4 A special meeting of the owners shall be called by the President of the Association upon direction of the Board or by petition signed by no less than ten percent (10%) of the membership. Notice of special meetings shall be in writing and shall be mailed at least ten (10) days prior to any meeting.

Section 2.5 Action taken by a majority of owners present in person or by proxy shall be binding where provided otherwise in these Bylaws or related covenants, reservations and restrictions.



ARTICLE III

Kennewick Irrigation District Requirements

Section 3.1 The Board of Directors shall be responsible for enforcing irrigation system design which shall be for 12 gpm at 45 psi for up to 3 hours per day.

Section 3.2 The Board of Directors shall be responsible for enforcing the scheduling of irrigation use by the owners of lots in Meadow Parke Estates. All scheduling shall be established so as to comply with any restrictions placed upon use of irrigation water by the Kennewick Irrigation District. In the event legal action is undertaken to enforce any scheduling restriction on irrigation use, the owner shall pay the attorney fees and costs of the Homeowners Association in such action.

Section 3.3 Each lot owner in Meadow Parke Estates shall be solely responsible for assessments made on his or her lot by the Kennewick Irrigation District.

Section 3.4 Attached hereto as Attachment 1 is an irrigation schedule for Meadow Parke Estates. The lot owners shall only irrigate their land during the time specified on said attachment for their individual lots.

ARTICLE IV

Amendments

These Bylaws may be amended by the Association at an annual or special meeting, or, if not, by mail, notice of which has included notification of the proposed amendments, by the favorable vote of at least sixty percent (60%) of the owners.

EXHIBIT "B"



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DATED at Kennecook, Washington, this 17 day of
July, 2002.

RIVER ROAD PROPERTIES, LLC, Developer

By Bruce B. Clibborn
Bruce B. Clibborn, Member

EXHIBIT "B"



HYDRAULIC PROJECT APPROVAL
 RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

State of Washington
 Department of Fish and Wildlife
 Region 3 Office
 1701 South 24th Avenue
 Yakima, Washington 98902-5720

DATE OF ISSUE: January 15, 2002

LOG NUMBER: 00-D9680-01

<u>PERMITTEE</u>	<u>AUTHORIZED AGENT OR CONTRACTOR</u>
River Road Properties, LLC P. O. Box C-96005 Bellevue, Washington 98009 425 643-4222 Fax: 425 746-9517	Columbia Environmental Services, Inc. ATTENTION: Deborah Phipps 8382 Gage Blvd., Ste A Box 413 Kennewick, Washington 99336 509 783-5571 Fax: 509 783-7938

PROJECT DESCRIPTION: Residential housing development, stream reconfiguration, and storm drain.

PROJECT LOCATION: West fork Amon Creek watershed, west of Leslie Road and north of Lorayne J. Blvd, south Richland, Washington.

#	WRIA	WATER BODY	TRIBUTARY TO	1/4 SEC.	SEC.	TOWNSHIP	RANGE	COUNTY
1	37.0003	West fork Amon Creek	Yakima River	SE	02	8 North	28 East	Benton

NOTE: This Hydraulic Project Approval pertains only to the provisions of the Washington State Fisheries and Wildlife Codes. It is the permittee's responsibility to apply for and obtain any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

The applicant shall require each lot owner over the life of the project to obtain and read a copy of this HPA. It shall be the responsibility of the appropriate home owners association or individual lot owners within the development to ensure that new owners receive and review the provisions of this HPA.

The applicant shall forward to WDFW the final plat of Meadow Parke Estates within 60 days of final recording. The final plat shall identify the entire stream channel that is within or adjacent to the development, along with the recorded 60 foot conservation easement.

Over the life of the project, the conservation easement shall be maintained in native vegetation. No structures or projects including but not limited to, sheds, hot tubs, permanent benches, bulkheads, railroad ties, fences, floating platforms, impervious pathways or pads, railings, barbeque pits, gardens, or pea patches shall be allowed. No temporary or permanent storage of any kind shall be allowed within the conservation easement area.

Pasturing, feeding, or directed watering of domesticated animals is prohibited within the conservation easement area.

No motorized vehicles, including but not limited to, motorcycles, all terrain vehicles (ATVs), automobiles, trucks, scooters, or snowmobiles shall be allowed in the conservation easement area.

Each residential unit or lot shall be allowed one perpendicular pathway to the stream or conservation area. Pathways shall be limited to a six feet wide (6') pervious natural (gravel less than five inches, bark, mulch, native grasses, dirt, etc.) pathway. Adjacent property owners shall not construct adjoining pathways.

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Removal of native vegetation shall be prohibited except when authorized by prior written notice from WDFW. Owners are encouraged to mechanically remove invasive weeds, or other non native plants, especially Russian Olive trees. After expiration of the work window for this HPA, herbicides and insecticides shall be prohibited within the conservation easement area. Herbicides may be used during construction or until completion of the revegetation of disturbed areas. For information on native versus non native species, please contact the Benton County Conservation District office at 509 786-9216 or the WDFW Region 3 office at 509 457-9314.

If year round surface flow becomes the normal conditions in the stream, fish passage must be provided for over the check dams. Center notches or small pipes with baffles can be constructed at each check dam to allow juvenile passage upstream or downstream.

PROVISIONS

1. **TIMING LIMITATIONS:** The project construction may begin immediately and shall be completed by March 1, 2003.
2. **NOTIFICATION REQUIREMENT:** The permittee or contractor shall notify the Area Habitat Biologist (AHB) listed below of the project start date. Notification shall be received by the AHB at least three working days prior to the start of construction activities. The notification shall include the permittee's name, project location, starting date for work, and the control number for this Hydraulic Project Approval.
3. Work shall be accomplished per plans and specifications entitled, **Meadow Parke Estates, Drainage Channel Exhibit and Overall Site Plan and attachments.**, dated January 14, 2002, and submitted to the Washington Department of Fish and Wildlife, except as modified by this Hydraulic Project Approval. These plans reflect design criteria per Chapter 220-110 WAC. These plans reflect mitigation procedures to significantly reduce or eliminate impacts to fish resources. A copy of these plans shall be available on site during construction.
4. The permanent new channel shall, at a minimum, be similar in length, width, depth, floodplain configuration, and gradient, as the old channel. The new channel shall incorporate streambed materials, meander configuration, and native or other approved vegetation equivalent to or greater than that which previously existed in the old channel.
5. During construction, if the creek bed contains surface flow, the new channel shall be isolated from the flowing stream by plugs at the upstream and downstream ends of the new channel. These plugs shall be substantial enough to prevent flood flows from entering the new channel during construction.
6. Spoils from the new channel shall be used to fill the old channel once the diversion has been completed.
7. Stream diversion shall be conducted only after inspection and approval of the new channel by the Area Habitat Biologist listed below or his/her representative.
8. **If there is surface flow in the creek**, diversion of flow into the new channel shall be accomplished by the following:
 - a. First remove the downstream plug.
 - b. Face the stream side of the plug with a sandbag revetment or similar approved mechanism.
 - c. Partially remove the upstream plug to allow 1/3 to 1/2 of the flow down the new channel for at least overnight. The old channel shall not be allowed to dewater.
 - d. Remove the rest of the upstream plug once the new channel has flow throughout its entire length.



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- e. Close the upstream end of the old channel and securely armor the entrance to the old channel to prevent re-entry of any flow. Armor material shall consist of clean, angular rock and shall be installed to withstand the 100-year peak flow.
9. Filling of the old channel shall begin from the upstream closure and the fill material shall be compacted. Any water discharged from the fill shall be discharged on an upland area. The water shall not be discharged directly into the stream area.
10. Per plans, no more than ten (10) rock check dam structures may be constructed. Each check dam is limited to three foot (3') in height as measured from the bottom of the stream bed on the downstream side of the structure to the peak of the check dam.
11. The discharge from the roadway storm drain system shall be located a minimum of 15 feet from the riparian vegetation of the stream channel. The apron area of the discharge shall be vegetated with appropriate vegetation.
12. Three forty-eight inch (48") or larger culverts shall be installed at the road crossing of the stream bed per plans and maintained over the life of the project.
13. The culverts shall be placed on a flat gradient with the bottom of the culvert placed below the level of the streambed a minimum of 20 percent of the culvert diameter for a round culvert, and 20 percent of the culvert's rise for an elliptical culvert. The 20 percent placement below the streambed shall be measured at the culvert outlet.
14. Fill associated with the culvert installation shall be protected from erosion with rip rap material to withstand the 100-year peak flow.
15. The culvert shall be installed and maintained to avoid inlet scouring and to prevent erosion of stream banks downstream of the project.
16. The culvert facility shall be maintained by the owner(s) per RCW 77.55.060 to ensure continued, unimpeded fish passage. If the structure becomes a hindrance to fish passage, the owner(s) shall be responsible for obtaining an Hydraulic Project Approval and providing prompt repair. Financial responsibility for maintenance and repairs shall be that of the owner(s).
17. The culvert shall be installed in the dry or in isolation from the stream flow by the installation of a bypass flume or culvert, or by pumping the stream flow around the work area.
18. Disturbance of the streambed and banks shall be limited to that necessary to place the culverts, any required channel modification, and rock berms associated with the projects. Affected streambed and bank areas outside the culvert and associated fill shall be restored to preproject configuration following installation of the culvert. Within one year of project completion, the banks shall be revegetated with native or other approved woody species. Vegetative cuttings shall be planted at a maximum interval of three feet (on center) and maintained as necessary to ensure survival.
19. Approach material shall be structurally stable and be composed of material that, if eroded into the stream, shall not be detrimental to fish life.
20. Alteration or disturbance of the bank and bank vegetation shall be limited to that necessary to construct the project. Within seven calendar days of project completion, all disturbed areas shall be protected from erosion using



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vegetation or other means. Within one year of project completion, the banks, including riprap areas, shall be revegetated with native or other approved woody species. Vegetative cuttings shall be planted at a maximum interval of three feet (on center) and maintained as necessary for three years to ensure survival.

21. Emergent or aquatic vegetation shall not be removed or disturbed, except to reconfigure the channel, place the culverts, or construct the instream structures.
22. Existing shoreline (scrub shrub - like willows and cottonwood) vegetation shall not be removed or disturbed.
23. If at any time, as a result of project activities, fish are observed in distress, a fish kill occurs, or water quality problems develop (including equipment leaks or spills), operations shall cease and the Washington Department of Fish and Wildlife at 509 457-9314 shall be contacted immediately. Work shall not resume until further approval is given by the Washington Department of Fish and Wildlife.
24. Erosion control methods shall be used to prevent silt-laden water from entering Amon Creek and associated wetlands. These may include, but are not limited to, straw bales, filter fabric, temporary sediment ponds, check dams of pea gravel-filled burlap bags or other material, and/or immediate mulching of exposed areas.
25. Wastewater from project activities and water removed from within the work area shall be routed to an area landward of the ordinary high water line to allow removal of fine sediment and other contaminants prior to being discharged to the stream.
26. All waste material such as construction debris, silt, excess dirt or overburden resulting from this project shall be deposited above the limits of flood water in an approved upland disposal site.
27. If high flow conditions that may cause siltation are encountered during this project, work shall stop until the flow subsides.
28. Extreme care shall be taken to ensure that no petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or deleterious materials are allowed to enter or leach into the stream or wetland.

SEPA: DNS by City of Richland final on April 5, 2001.

APPLICATION ACCEPTED: January 14, 2002

ENFORCEMENT OFFICER: Flohr 136 [P2]

Paul E. LaRiviere (509) 734-7432 Area Habitat Biologist 2620 North Commercial Avenue Pasco, Washington 99301 fax: 509 734-7102 (temp.) larivpel@dfw.wa.gov (perm.)		for Director WDFW
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CASCADE TITLE

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cc: WRIA files



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Clausing, WDFW, Region 3
Reed, Ecology, Yakima
Kennewick Irrigation District
Richland Planning



GENERAL PROVISIONS

This Hydraulic Project Approval (HPA) pertains only to the provisions of the Fisheries Code (RCW 77.55 - formerly RCW 75.20). Additional authorization from other public agencies may be necessary for this project.

This HPA shall be available on the job site at all times and all its provisions followed by the permittee and operator(s) performing the work.

This HPA does not authorize trespass.

The person(s) to whom this HPA is issued may be held liable for any loss or damage to fish life or fish habitat which results from failure to comply with the provisions of this HPA.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All HPAs issued pursuant to RCW 77.55.100 or 77.55.200 are subject to additional restrictions, conditions or revocation if the Department of Fish and Wildlife determines that new biological or physical information indicates the need for such action. The permittee has the right pursuant to Chapter 34.04 RCW to appeal such decisions. All HPAs issued pursuant to RCW 77.55.110 may be modified by the Department of Fish and Wildlife due to changed conditions after consultation with the permittee: PROVIDED HOWEVER, that such modifications shall be subject to appeal to the Hydraulic Appeals Board established in RCW 77.55.170.

APPEALS - GENERAL INFORMATION

IF YOU WISH TO APPEAL A DENIAL OF OR CONDITIONS PROVIDED IN A HYDRAULIC PROJECT APPROVAL, THERE ARE INFORMAL AND FORMAL APPEAL PROCESSES AVAILABLE.

A. INFORMAL APPEALS (WAC 220-110-340) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100, 77.55.110, 77.55.140, 77.55.190, 77.55.200, and 77.55.290:

A person who is aggrieved or adversely affected by the following Department actions may request an informal review of:

- (A) The denial or issuance of a HPA, or the conditions or provisions made part of a HPA; or
- (B) An order imposing civil penalties.

It is recommended that an aggrieved party contact the Area Habitat Biologist and discuss the concerns. Most problems are resolved at this level, but if not, you may elevate your concerns to his/her supervisor. A request for an INFORMAL REVIEW shall be in WRITING to the Department of Fish and Wildlife, 600 Capitol Way North, Olympia, Washington 98501-1091 and shall be RECEIVED by the Department within 30-days of the denial or issuance of a HPA or receipt of an order imposing civil penalties. The 30-day time requirement may be stayed by the Department if negotiations are occurring between the aggrieved party and the Area Habitat Biologist and/or his/her



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supervisor. The Habitat Protection Services Division Manager or his/her designee shall conduct a review and recommend a decision to the Director or its designee. If you are not satisfied with the results of this informal appeal, a formal appeal may be filed.

B. FORMAL APPEALS (WAC 220-110-350) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100 OR 77.55.140:

A person who is aggrieved or adversely affected by the following Department actions may request an formal review of:

- (A) The denial or issuance of a HPA, or the conditions or provisions made part of a HPA;
- (B) An order imposing civil penalties; or
- (C) Any other "agency action" for which an adjudicative proceeding is required under the Administrative Procedure Act, Chapter 34.05 RCW.

A request for a FORMAL APPEAL shall be in WRITING to the Department of Fish and Wildlife, 600 Capitol Way North, Olympia, Washington 98501-1091, shall be plainly labeled as "REQUEST FOR FORMAL APPEAL" and shall be RECEIVED DURING OFFICE HOURS by the Department within 30-days of the Department action that is being challenged. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, the deadline for requesting a formal appeal shall be within 30-days of the date of the Department's written decision in response to the informal appeal.

C. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.110, 77.55.200, 77.55.230, or 77.55.290:

A person who is aggrieved or adversely affected by the denial or issuance of a HPA, or the conditions or provisions made part of a HPA may request a formal appeal. The request for FORMAL APPEAL shall be in WRITING to the Hydraulic Appeals Board per WAC 259-04 at Environmental Hearings Office, 4224 Sixth Avenue SE, Building Two - Rowe Six, Lacey, Washington 98504; telephone 360/459-6327.

D. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS RESULTS IN FORFEITURE OF ALL APPEAL RIGHTS. IF THERE IS NO TIMELY REQUEST FOR AN APPEAL, THE DEPARTMENT ACTION SHALL BE FINAL AND UNAPPEALABLE.



I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.



Signature of Document Preparer