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VERNER HULL, AUDITOR
DEPUTY
RECORDED IN VOL. 379

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REVISED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ON THE GREEN, A CONDOMINIUM 9.50

DAVID N. HULL and GERALDINE D. HULL, his wife, ROBERT E. CHALLEY and TINA A. CHALLEY, his wife, and CHG INTERNATIONAL, INC., a Washington corporation, collectively referred to in these Covenants as "Declarant", being the owners of all of the property described as Parcels "A" through "H" on Exhibit "A" of the Declaration of Covenants, Conditions and Restrictions recorded in Benton County, Washington, on February 21, 1979, under Benton County Auditor's Fee No. 784225, do hereby revise and restate the Declaration of Covenants, Conditions and Restrictions as set forth herein.

Declarant hereby declares that the Property described as Phase 1 and Phase 2 on Exhibit "A" attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, all of which will run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I.

Definitions

When used in this instrument (unless the context otherwise requires):

A. "Common Facilities" means the private roads, sidewalks, recreational facilities, and utility and drainage lines as originally constructed on the Properties, or reconstructed in accordance with original plans and specifications. The location of the roads and recreational facilities is shown on the Condominium Plan and Survey Map of "On The Green, A Condominium", to be filed contemporaneously with these Covenants.

B. "Properties" means the properties described on Exhibit "A" (Phase "1" and Phase "2") attached hereto. Phase 1 is to be subjected to the Horizontal Property Regimes Act of the State of Washington contemporaneously with the filing of these Covenants. Phase 2 may be added to said condominium at some future date.

C. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any part of the Properties. This includes, without being limited to, each owner of an apartment in On The Green, A Condominium.

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D. "Mortgage" shall include "Deed of Trust".

E. The singular includes the plural, the masculine includes the feminine and the neuter, and vice versa.

F. "Association" means the Association of apartment owners of On The Green, A Condominium.

ARTICLE II.

Use of Common Facilities

Each Owner, for himself, his family, tenants and invitees, shall have a nonexclusive right and easement of enjoyment in and to the Common Facilities for the purposes for which said facilities are constructed. Without limitation of the foregoing, each Owner shall have a right of ingress to and egress from his property and the recreational facilities over and across the private roads and sidewalks of On The Green, A Condominium and that portion of the properties not yet added to said condominium. In no event shall such easement interfere with parking rights of any Owner.

The said easement shall be appurtenant to and pass with each and every portion of the Properties, subject to the following:

A. The right of the Association to suspend the right to use of the recreational facilities for nonpayment of assessments, as provided for in Paragraph 12(e)(ii) of the Condominium Declaration of On The Green, A Condominium. The Association shall have a similar right to suspend owners of Phase 2, their families, tenants and invitees, from the use of the recreational facilities so long as said owners are delinquent in payment of their share of maintenance costs provided for in Article III below.

C. The right of the Association to suspend the right to the use of the recreational facilities for a period not to exceed 60 days for any infraction of its published rules and regulations pertaining to the recreational facilities.

ARTICLE III.

Cost of Maintaining Common Facilities

The Owners agree to share the cost of operation, maintenance, repair, replacement and improvement of the Common Facilities in the percentages as set forth in the last column of Exhibit "B" to the Condominium Declaration of On The Green, A Condominium (as if Phases 1 and 2 were both included in the Condominium).

A. As to Phase 1, such share of costs shall be part of the assessments provided for and controlled by the provisions of Paragraph 12 of the Condominium Declaration.

B. As to Phase 2, such share of costs shall be a charge and lien on the property of the party liable and also the personal obligation of the party who is the Owner of the property at the time the costs were incurred. Such charge and lien may be collected and enforced by the Association in the same manner as assessments are collected and enforced under Paragraph 12 of the Condominium Declaration. The lien provided for in this subparagraph B shall be subordinated to the lien of any mortgage or mortgages on the property.

ARTICLE IV.

Decisions

All decisions with respect to the operation, maintenance, repair or replacement and improvement of the Common Facilities, including, but not limited to, the establishment and enforcement of reasonable rules and regulations for the use of such facilities, shall be made by the Association. Owners of Phase 2 shall be consulted on major decisions, but shall have no vote in the matter unless what is proposed would radically alter the rights granted under this instrument. In the event of any dispute under this instrument, the matter shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in any such dispute shall be entitled to its reasonable attorney fees.

ARTICLE V.

Binding Effect

These covenants and restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by any of the Owners, or by the Association. This agreement shall terminate on January 1, 2030, or such earlier time as the Properties shall cease to be actively used for residential purposes or if and when Phase 2 is added to On The Green, A Condominium, as condominium property. Temporary cessation of use due to fire or other casualty, acts of God, or other causes beyond the reasonable control of the Owners shall not be deemed a cessation of use within the meaning of this paragraph.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 30th day of May, 1979.

CHG INTERNATIONAL, INC.,
a Washington corporation

By: _____
Clinton L. Hergert

CLINTON L. HERGERT
as Attorney-in-Fact for
David N.Hull, Geraldine D.Hull,
Robert E.Challey and Tina A.
Challey

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me CLINTON L. HERGERT, to me known to be the President of CHG INTERNATIONAL, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of May, 1979.



Jacqueline Kaplan
NOTARY PUBLIC in and for the
State of Washington, Residing
at Tacoma

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me CLINTON L. HERGERT, to me known to be the individual described in, and who executed the foregoing instrument as Attorney-in-Fact for DAVID N. HULL and GERALDINE D. HULL, his wife, and ROBERT E. CHALLEY and TINA A. CHALLEY, his wife, and acknowledged to me that he signed said instrument as his free and voluntary act and deed as said Attorney-in-Fact for the aforesaid persons in the capacity and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of May, 1979.



Jacqueline Kaplan
NOTARY PUBLIC in and for the
State of Washington, Residing
at Tacoma

EXHIBIT "A"

ON THE GREEN, A CONDOMINIUM

LEGAL DESCRIPTION

See separate legal descriptions for Phase 1 and Phase 2 below:

ORIGINAL COMPOSITE DESCRIPTION:

That portion of Tract B, Meadow Springs No. 1, according to plat thereof recorded in Volume 8 of Plats, Page 132, records of Benton County, Washington, described as follows: Commencing at the Northwest corner of Section 36, Township 9 North, Range 28 East, W.M.; thence North 89°21'53" East along the North line thereof 1205.00 feet; thence South 20°05'20" East 53.03 feet to a point on the North line of said Tract B to the true point of beginning; thence continuing South 20°05'20" East 391.93 feet to a point of the South line of said Tract B; thence South 89°37'54" East along said tract line 67.60 feet; thence South 59°07'54" East 91.00 feet; thence North 83°52'06" East along said tract line 108.00 feet; thence North 56°12'06" East along said tract line 226.00 feet; thence North 6°32'06" East along said tract line 137.00 feet; thence North 0°38'37" West 148.39 feet to a point on the North line of said Tract B; thence South 89°21'53" West along said North line 589.49 feet to the true point of beginning.

LEGAL DESCRIPTION (PHASE 1 ONLY):

That portion of Tract B, Meadow Springs No. 1, according to the plat thereof recorded in Volume 8 of Plats, Page 132, Records of Benton County, Washington, described as follows: Commencing at the Northwest corner of Section 36, Township 9 North, Range 28 East, W.M.; thence North 89°21'53" East along the North line thereof 1205.00 feet; thence South 20°05'20" East 53.03 feet to a point on the North line of said Tract B, also being a point on the Southerly right-of-way line of Gage Boulevard, thence continuing South 20°05'20" East 162.10 feet to the true point of beginning; thence continuing along the following courses: South 20°05'20" East 229.83 feet; thence South 89°37'54" East 67.60 feet; thence South 59°07'54" East 91.00 feet; thence North 83°52'06" East 108.00 feet; thence North 56°12'06" East 226.00 feet; thence North 6°32'06" East 137.00 feet; thence North 0°38'37" West 148.39 feet; thence South 89°21'53" West 372.00 feet; thence South 0°38'07" East 35.00 feet; thence North 89°21'53" East 40.00 feet; thence South 0°38'07" East 36.00 feet; thence South 20°05'20" East 77.00 feet; thence North 89°21'53" East 48.50 feet; thence North 0°38'07" West 77.00 feet; thence North 89°21'53" East 102.00 feet; thence South 0°38'07" East 99.50 feet; thence South 89°21'53" West 36.00 feet; thence South 0°38'07" East 21.00 feet; thence South 50°32'06" West 59.00 feet; thence South 0°50'36" West 24.00 feet; thence North 89°09'24" West 54.08 feet;

thence North 0°50'36" East 24.00 feet; thence North 89°09'24" West 18.00 feet; thence South 0°50'36" West 24.00 feet; thence North 89°09'24" West 37.00 feet; thence North 0°50'36" East 24.00 feet; thence North 20°05'20" West 46.40 feet; thence South 69°54'40" West 36.00 feet; thence North 20°05'20" West 53.88 feet; thence South 82°36'47" West 120.12 feet to the true point of beginning, subject to easements and restrictions of record.

TOGETHER WITH a non-exclusive easement for ingress and egress over and across that portion of Phase 2 of On The Green, A Condominium, consisting of a private road, which roadway is immediately adjacent to and connecting with the private roadway of Phase 1 of On The Green, A Condominium.

TOGETHER WITH AND SUBJECT TO that certain Revised Declaration of Covenants, Conditions and Restrictions recorded contemporaneously herewith.

LEGAL DESCRIPTION (PHASE 2 ONLY):

That portion of Tract B, Meadow Springs No. 1, according to the plat thereof recorded in Volume 8 of Plats, Page 132, Records of Benton County, Washington, described as follows: Commencing at the Northwest corner of Section 36, Township 9 North, Range 28 East, W.M.; thence North 89°21'53" East along the North line thereof 1205.00 feet; thence South 20°05'20" East 53.03 feet to a point on the North line of said Tract B, also being a point on the Southerly right-of-way line of Gage Boulevard and the true point of beginning; thence North 89°21'53" East along the North line thereof a distance of 217.49 feet; thence continuing along the following courses; South 0°38'07" East 35.00 feet; thence North 89°21'53" East 40.00 feet; thence South 0°38'07" East 36.00 feet; thence South 20°05'20" East 77.00 feet; thence North 89°21'53" East 48.50 feet; thence North 0°38'07" West 77.00 feet; thence North 89°21'53" East 102.00 feet; thence South 0°38'07" East 99.50 feet; thence South 89°21'53" West 36.00 feet; thence South 0°38'07" East 21.00 feet; thence South 50°32'06" West 59.00 feet; thence South 0°50'36" West 24.00 feet; thence North 89°09'24" West 54.08 feet; thence North 0°50'36" East 24.00 feet; thence North 89°09'24" West 18.00 feet; thence South 0°50'36" West 24.00 feet; thence North 89°09'24" West 37.00 feet; thence North 0°50'36" East 24.00 feet; thence North 20°05'20" West 46.40 feet; thence South 69°54'40" West 36.00 feet; thence North 20°05'20" West 53.88 feet; thence South 82°36'47" West 120.12 feet; thence North 20°05'20" West 162.10 feet to the true point of beginning, subject to easements and restrictions of record.

TOGETHER WITH AND SUBJECT TO that certain Revised Declaration of Covenants, Conditions and Restrictions recorded contemporaneously herewith.