

FILED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

Hayden Enterprises, Inc.
2464 SW Glacier Place, Suite 110
Redmond, Oregon 97756
Attention: Karen Halstead

Type of Document:	Declaration of Annexation of Real Property
Reference Number(s) of Related Documents:	Doc. Nos. 2005-009245 official records, Benton County, Washington
Declarant:	Hayden Enterprises, Inc., a Washington corporation <i>to Public</i>
Abbreviated Legal Description:	Plat of Orchard Park Estates Phase II, City of Kennewick, Benton County, Washington
Assessor's Property Tax Parcel or Account Number(s):	Plat of Orchard Park Estates Phase II <u>1-0589-406-0004-000</u>

**DECLARATION OF ANNEXATION OF REAL PROPERTY
TO
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR ORCHARD PARK ESTATES
(Phase II)**

This DECLARATION OF ANNEXATION OF REAL PROPERTY TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ORCHARD PARK ESTATES (Phase II) (this "Declaration") is made this 13 day of November, 2006, by HAYDEN ENTERPRISES, INC., a Washington corporation ("Declarant").

Recitals:

A. Declarant owns the real property ("Orchard Park Estates Phase II") located in the City of Kennewick, Benton County, Washington, legally described on the plat of Orchard Park Estates Phase II, which has been duly recorded in the Plat Records of Benton County, Washington, as Document No. 2006-037462 (the "Plat"), concurrently with the recordation of this Declaration.

B. Declarant recorded that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Orchard Park Estates, dated as of March 3, 2005,

B. Declarant recorded that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Orchard Park Estates, dated as of March 3, 2005, in the Deed Records of Benton County, Washington, as Document No. 2005-009245 on March 25, 2005 (such Declaration, as amended from time to time, being referred to as the "CC&Rs").

C. Pursuant to Section 2.2 of the CC&Rs, Declarant desires to annex Lots 1 to 55, inclusive, of Orchard Park Estates Phase II (the "Annexed Property") to the real property that is subject to the CC&Rs, upon the terms and conditions contained in this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Annexed Property shall be held, sold and conveyed subject to the following easements, covenants, restrictions and charges that, subject to the terms of this Declaration, shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Annexed Property, or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE 1. DEFINITIONS

1.1 Capitalized Terms. Except to the extent otherwise defined herein, capitalized terms used in this Declaration shall have the meanings ascribed to such terms in the CC&Rs.

1.2 Annexed Lots shall mean Lots 1 through 55, inclusive, as shown on the Plat.

ARTICLE 2. ANNEXATION OF PROPERTY

2.1 Annexation. The Annexed Property is hereby annexed to and made a part of the Orchard Park Estates subdivision, and is owned and shall be owned, held, conveyed, hypothecated, encumbered, used, occupied and improved in perpetuity, subject to the easements, covenants, restrictions and charges contained in the CC&Rs, as modified or supplemented by the terms of this Declaration.

2.2 Annexed Lots. Except to the extent expressly provided otherwise in this Declaration, the Annexed Lots, including, without limitation, any improvements on such Lots, shall be subject to all of the easements, covenants, restrictions and charges regarding the Lots set forth in the CC&Rs, as supplemented or modified by this Declaration.

ARTICLE 3. MAINTENANCE OF CERTAIN AREAS

The Association will permanently maintain: (a) all entry monument signage and other decorative landscape improvements within the Annexed Property, if any; (b) the street corridor landscaping between the curb and the sidewalks of streets shown on the Plat; and (c) any other area determined by the Board to be in the interest of the Association to maintain.

ARTICLE 4. MEMBERSHIP IN ASSOCIATION

The Owners of Annexed Lots shall become members of the Association and shall be entitled to voting rights therein.

ARTICLE 5. ASSESSMENTS

The Annexed Lots shall be subject to assessment in the manner and on the terms set forth in the CC&Rs, as supplemented by the terms of this Declaration.

ARTICLE 6. TERM AND AMENDMENTS

The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date that the CC&Rs were recorded, after which time they shall be automatically extended as provided in, and in the manner set forth in Section 11.8 of the CC&Rs. This Declaration may be amended in the same manner and subject to the same restrictions as set forth in Section 11.9 of the CC&Rs.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 Non-Waiver. Failure by the Association or by any Owner of an Annexed Lot to enforce a covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.2 Construction; Severability. This Declaration and the CC&Rs shall be liberally construed as one document to effect the annexation of the Annexed Property to the Orchard Park Estates subdivision. Nevertheless, each provision of this Declaration and the CC&Rs shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision.

7.3 Run with Land. Subject to Article 6 and Section 7.4, this Declaration and the easements, covenants, restrictions and changes described herein shall run with the land and shall be binding on the parties and any person acquiring any right, title, or interest in the Annexed Property.

7.4 Termination. This Declaration shall terminate upon the termination of the CC&Rs in accordance with the terms thereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

