

After recording return to:



1575757
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03/07/2008 10:59A
Franklin Co., WA

Aho Construction, LLC
5512 NE 109th Court, Suite 101
Vancouver, WA 98662

TITLE OF DOCUMENT:

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR PARKSIDE VILLAGE

GRANTOR (S):

AHO CONSTRUCTION, LLC

GRANTEE (S):

LEGAL DESCRIPTION:

Lots 1-63, Parkside Village

ADDITIONAL LEGAL:

Exhibit "A"

ASSESSOR'S PROPERTY
TAX PARCEL NUMBER:



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PARKSIDE VILLAGE

Effective Date: The date this Declaration is filed with the Auditor of Franklin County, Washington.

Parties: AHO CONSTRUCTION, LLC, hereinafter referred to as "Declarant" or as "Developer".

Parkside Village consists of 63 lots ("Lot" or "Lots") as described on the recorded plat of Parkside Village.

All houses constructed within Parkside Village will be Craftsman Style. Any alteration must and shall respect the Craftsman Style theme.

NOW THEREFORE, it is agreed:



1. Declaration. It is agreed that all property comprising Parkside Village, and any additional property which is hereinafter subjected to this Declaration by supplemental declaration, shall be held, sold and conveyed subject to the following restrictions, reservations, covenants and conditions which shall run with the real property subject to this Declaration and shall be appurtenant thereto, and shall be binding upon on all parties having the right, title or interest in the Lots comprising Parkside Village (Subdivision) or any part thereof, their heirs, successors in title and assigns, and shall inure to the benefit of each Owner thereof.

2. Definitions. For the purpose of this Declaration, the following definitions shall apply:

[a] Owner or Owners. The word Owner or Owners shall mean those persons holding a fee simple title to one or more Lots, except, however, that if title is held subject to the rights of a real estate contract vendor, the contract vendor are, for the purposes of this declaration, deemed to be the Owner or Owners of such parcel or parcels.

[b] Designated Owner. A Designated Owner is defined as that person who is selected by all persons holding an Owner's interest in a Lot for the purpose of representing all persons holding an interest in such Lot.

[c] Maintenance Association. The word Maintenance Association refers to the organization provided for in this Declaration.

[d] Maintenance Declaration. The term Maintenance Declaration refers to the rights and obligations described in paragraphs 13 and 14 of this Declaration.

3. Term of Declaration. The restrictions, reservations, covenants and conditions provided herein shall be binding and effective for a period of thirty (30) years from the date this Declaration is recorded with the auditor of Franklin County, Washington, at the end of which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument approved by City of Pasco, Washington, as provided in paragraph 31, and signed by a majority of the then Owners of the lots within Parkside Village is recorded agreeing to modify or amend said restrictions, reservations, covenants and conditions in whole or in part. Except, however, in the event that it appears to the advantage of the Subdivision that this Declaration should be modified, then and in that event, any modification desired may be made by affirmative vote of the then Owners of eighty percent (80%) of the Lots within Parkside Village and evidenced by suitable instrument filed for public record; or, if such event shall occur during the writing by the Declarant, or Declarant's successors,



("Developer"), without such vote of other Owners, provided, however, that any such modification or waiver shall not affect the provisions of paragraphs 4, 13, 14, 15, 16, and 18 and may be made only with the written concurrence of The City of Pasco, Washington, as provided in paragraph 31.

4. Land Use and Building Type. No lot shall be resubdivided into separate building sites. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and private garage for one (1) or more automobiles. However, the foregoing provisions shall not be interpreted to exclude construction of a private greenhouse, private swimming pool, or a shelter or port for the protection of such swimming pool, or for the storage of a boat, camping trailer, or motor home kept for personal use, provided the location of such structures are in conformity with the applicable ordinances and regulations and are compatible in design and decoration with the residence constructed on such lot.

5. Dwelling Size. All dwelling structures erected upon a Lot shall be not less than 1,000 square feet of finished living area in size, exclusive of open or screened porches and attached garages.

6. Building Locations. No building shall be located on any Lot with respect to set backs from front, side and rear lot lines, except in conformity with zoning and the applicable planning regulations and ordinances of the municipal government having jurisdiction within the area in which Parkside Village is located.

7. Completion. Construction of any dwelling shall be completed, including exterior decoration, to include landscaping, within six (6) months from the date of the start of such construction. All Lots shall, subsequent to purchase and prior to the construction of improvements thereon, be kept in a neat and orderly condition, free of brush, vines and weeds. The grass thereon shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

8. Easements. Easements for the installation of utilities are reserved as shown on the official plat recorded herewith. The area included in said easements shall be maintained in an attractive and well-kept condition.

9. Nuisances. No trade, craft, business, professional, commercial or manufacturing enterprise, or business or commercial activity of any kind, including day schools, nurseries or church schools, shall be conducted or carried on upon any Lot. No goods, equipment, vehicles (including buses, boat campers, motor homes, trucks and trailers of any description) or materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, shall be kept, parked, stored, dismantled or repaired on any Lot or on any street within the Subdivision. Nothing shall be done on any Lot or building site which may be or may become an annoyance or nuisance to the neighborhood.

No Lot shall be used for any other purpose whatsoever other than for a private dwelling or residence. The use of homes as Developer models and on-site sales offices for the primary purpose of obtaining pre-sales within the Subdivision shall be exempt from the above restrictions.

10. Trash and Garbage. No trash, garbage, ashes, refuse, junk vehicles, underbrush or other unsightly growth or objects shall be thrown, dumped or allowed to accumulate on any Lot, public street or private roadway in the Subdivision.

11. Yards and Grounds. Yards, grounds and planting strips shall be maintained in a neat and sightly fashion at all times. No parking or dismantling or inoperable vehicles shall be permitted on any Lot, public street or private roadway.

12. Trailers, Motor Homes, Etc. Any trailers, motor homes or boats that are storage parked on a Lot, must be parked behind the front yard set back area and shall be visually screened from the street with a sight-obstructive fence.

13. Alley and Subdivision Sign Maintenance. The following provisions apply with regard to the maintenance of private alleys and subdivision signs within the Subdivision. The Owners of Lots 46 through 63 of the Subdivision shall be responsible for maintenance and repair of the private alley over, under, and across the rear 10.50 feet of lots 46 through 63. The Owners of Lots 24 through 32 and all lots created by future development that are benefited by the Private Alley of the Subdivision shall be responsible for maintenance and repair of the private alley over, under, and across the rear 10.50 feet of lots 24 through 32 and all lots created by future development that are benefited by the private alley.

Each of said Lot Owners shall be responsible for payment of their equal share of the cost to maintain and repair, as may be reasonably required, the private alley for which said Lot Owner is responsible. The Association provided for herein shall be responsible for the determination of the work which is required for the reasonable maintenance and repair of such private alleys, and for enforcing the maintenance and repair requirements provided for herein. The determination of the Association in such regard shall be binding and conclusive upon the Owners who are responsible for such maintenance.

If subdivision Identification Signs are constructed the Homeowners Association will be charged with the maintenance of said signs. Assessment of cost to maintain said signs will be divided equally between the Owners of Lots 1-63 of Parkside Village

14. Landscaping Maintenance. Each of the Owners of the Lots 1 through 63 of Parkside Village shall be responsible for maintaining the landscaping strip

between the curb of the public street and the public sidewalk adjoining each owner's lot.

Said landscaping strip shall be grassed and shall be irrigated by the adjoining lot owner. Within the said landscaping strip one (1) tree per lot will be provided by the Developer to the lot owner at the time the lot owner is landscaping. The lot owner is responsible to plant and maintain the tree within said landscape strip.

The performance of the obligations set forth in this paragraph shall be supervised and enforced by the Association described herein.

15. Maintenance Association. The responsibility for overseeing and enforcing the provisions of this Private Alley Maintenance, Landscaping Maintenance, and Subdivision Entry Sign Maintenance Declaration is delegated by the Owners to an Association consisting of five (5) Owners ("Members"). The Members shall be appointed by a majority of the Designated Owners at a meeting called for the specific purpose of electing the Members to serve as the Association. Four (4) of the Members shall serve for a term of two years, with the initial selection of Members staggered to provide for an initial term of one or two years. In successive years, two (2) Members shall be elected each year for a 2-year term, or until such Member's successor is duly elected and qualified. In addition, there shall be one (1) Member elected for a 1-year term, thus constituting an Association of five (5) Members. The annual meeting for the selection of Members shall be the last Monday in April of each year, commencing in 2000, or on such other date as the Association may from time to time determine, provided, however, that so long as the Declarant holds title to a majority of the Lots, the annual meeting shall be at such time as may be selected by Declarant. The Declarant shall act as the Association until such time that an Association is formed. The Association shall adopt bylaws shall be approved by a majority of Designated Owners present and voting at a meeting called for such purpose.

16. Determination of Need. The need for Private Alley, landscaping and/or sign maintenance and repairs shall be determined by the Association. Upon determination that maintenance and/or repairs are necessary, the Association shall notify in writing the Owners of the Lots responsible for such maintenance and/or repairs of the Association's determination and the extent of repairs and/or maintenance which is required ("Mandate"). The Owners responsible for such maintenance and/or repairs, acting with common agreement, shall proceed to carry out the maintenance/repairs required by the Mandate. The cost of such maintenance and/or repairs shall be allocated in an equitable manner to the Lots, which are responsible therefor. In the event that some or all of the Owners shall fail to carry out their responsibilities as set forth in the Mandate and such failure shall continue for thirty (30) days after receipt of a formal written warning from the Association, the Association shall proceed to carry out and perform the work required for the repairs and maintenance as described in the

Mandate. In this connection, the Association shall determine the amount of funds required to accomplish the work set forth in the Mandate, assessing the costs against the Lots responsible for such work in the manner provided in paragraph 18. Upon the Association receiving payments as provided in paragraph 18, the Association shall proceed to perform the repairs and maintenance described in the Mandate. Each Owner agrees to defend and indemnify and hold harmless each Member and the Association to the extent of the Owner's responsibility therefor, of and from any and all claims or liability resulting from the decision of the Association that repairs or maintenance are necessary, and the contracting for and performing such repairs and maintenance.

17. Notices. All notices, including the communication of a Mandate and the warning notice provided herein shall be provided in writing and deposited in the United States mails by regular mail, and by certified mail, addressed to such Owner at the address of the Owner's Lot, or at such other address as may be provided to the Association by such Owner. Notice shall be deemed received by an Owner three (3) days after the date of a mailing. In lieu of mailing a notice may be personally delivered to an Owner. If the purpose of the notice is the calling of a special or annual meeting of the Owners or of the Association, such notice shall be provided at least ten (10) days prior to the date specified for such meeting.

18. Assessments. In the event that the Association shall be required to perform maintenance and/or repair work on the Private Alleys, landscaping or signs, the Association shall assess the estimated costs thereof to the Lot or Lots, and the Owner of the Lot, who is responsible for such maintenance and/or repairs. Each Owner shall pay within thirty (30) days of receipt of written notice of such assessment the amount of the assessment allocated to such Owner's Lot. The Association shall deposit such payment in a bank account established in the Association's name, as representatives of an unincorporated association, and shall thereafter expend from such account the sums necessary to meet the costs of maintenance, repairs and expense related to the work performed by the Association. In assessing costs of maintenance and/or repairs, the Association may include within such costs a reasonable sum for the out-of-pocket expenses of the Members in carrying out the work of the Association, attorney's fees, collection costs, accountant's fees and all other indirect costs reasonably related to the performance of the work of the Association.

19. Failure to Pay. In the event that an Owner shall fail to pay the amount of assessment made within the time provided in paragraph 18, the sum owing upon such assessment shall bear interest at the rate of twelve percent (12%) per annum from the date of receipt of notice of assessment until paid. In addition, the other Owners of Lots, and the Association, shall have a lien against the Lot whose Owner has defaulted in payment of the assessment.

20. Right of Entry. The Association, and each Member thereof, and their respective agents and representatives, shall have the right to enter upon all Lots as may be reasonably required for the purpose of carrying out the Association's duties and responsibilities.

21. Description of Lien. The lien described in this Declaration shall be calculated and perfected in the following manner. A notice of lien shall be signed by three (3) or more of the Members of the Association, on behalf of the non-defaulting Owners of the Subdivision. Said notice of lien shall include the following data:

- [a] The legal description of the Lot against which the lien is asserted and the Owner or reputed Owners thereof.
- [b] A description of the amount assessed against the Lot.
- [c] The date upon which such assessment was made.
- [d] The amount owing upon the assessment and the rate of interest.
- [e] The persons comprising the Members of the Association, together with the address of each of such parties.
- [f] A designated agent for purposes of collection to which payment may be made.
- [g] The telephone number through which persons interested in the Lot may communicate with the lien claimant.
- [h] The amount of any costs or attorney's fees, if any, claimed in addition to the lien amount.

The Association and/or the non-defaulting Owners may enforce the lien by foreclosure in the same manner and procedure which is provided by the Revised Code of Washington for the foreclosure of labor and materialman's liens, including the time limitations specified by statute for the foreclosure of such liens.

22. Attorney's Fees. In the event that an Owner should fail to pay an assessment made pursuant to the provisions of this Declaration within the time specified for the payment, the Association shall have the right to charge the Owner's Lot, and the Owner, for the reasonable attorney's fees incurred regardless of whether or not suit is commenced thereon. If suit for foreclosure of a lien is required, the defaulting Owner shall pay the reasonable attorney's fees incurred in collection of such claim, including all costs related thereto, the cost of a title search of the Lot, recording fees, and all other expenses reasonably incurred to enforce such lien.



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Franklin Co, VA

23. Fences. No fence on any lot boundary line shall exceed 6 feet in height above the grade on which it is situated and providing that any line fence or planting between the minimum building set back line and the front lot line shall not exceed 3 1/2 feet above grade.

24. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

25. Signs. No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except one professional sign not larger than one square foot. One sign of not larger than 18 by 24 inches, advertising the property for sale or rent or signs used by the developers or a builder to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.

26. Existing Structures. No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision, nor shall any dwelling therein be occupied prior to its completion.

27. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected; maintained or permitted upon any lot.

28. Utilities. Any dwelling constructed on any lot within said plat shall take electric service only through underground service wires, or cable rated not less than 200 amps, and equipped with a service entrance panel of not less than 200 amp capacity and an approved type meter socket connected to a rigid metallic conduit of not less than two inch diameter extending from the meter to not less than eighteen inches below the finished ground surface, all except underground service wires to be installed and maintained at the expense of the builder or owner of said dwelling in conformity with applicable codes and regulation.

29. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than 2 dogs, 2 cats, or other usual small household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and provided that they are not permitted to cause damage, constitute a nuisance or run at large in the neighborhood.

30. Incorporation. Nothing provided herein shall prevent the Association from incorporating in order to carry out its functions as an Association.

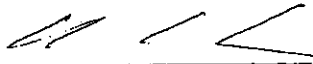
31. Approval of The City of Pasco, Washington. Notwithstanding any provisions herein, this Declaration shall not be effective unless and until the provisions hereof are approved by The City of Pasco, Washington. After approval of these Declarations by The City of Pasco, Washington, these Declarations may not be amended or modified in any respect except with the approval and consent of The City of Pasco, Washington.

32. Enforcement. The Association may accept responsibility for enforcement of other covenants and conditions of this Declaration in addition to the matters set forth in paragraphs 13 and 14, provided, however, that the Association shall not assume such responsibilities except upon a majority vote of the Designated Owners of the Lots present and voting at a meeting called for such purpose. If the Association assumes such additional responsibilities, the Association shall have the right to assess on an equal basis all the Lots in the Subdivision for the costs of such enforcement in the manner set forth in paragraphs 18, 19, 20, and 21. Nothing provided in this paragraph shall, however, limit the right of any Owner of a Lot within the Subdivision from pursuing any action at law or equity to enforce the covenants and provisions of this Declaration. The failure on the part of any Owner or Owners, or the Association, to, at any time, enforce any of the provisions hereon, shall in no event be deemed a waiver thereof, or of any existing violation thereof, nor shall the invalidation of any of said reservations, conditions, agreements, covenants and restrictions by judgement or court order affect any other provisions hereof, which provisions shall remain in full force and effect. In the event of a suit to enforce the provisions of this Declaration, whether by the Association, or a Member thereof, the prevailing party in such suit shall be entitled to recover his, her or its attorney's fees from the losing party, including fees and cost in appellate court proceedings.

DATED this 2nd day of March, 2000.

DECLARANT AND DEVELOPER:

AHO CONSTRUCTION, LLC

By 
Melvin S. Aho, Owner

Approved:

March 6th, 2000

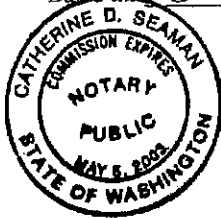
CITY OF PASCO, WASHINGTON

By Michael L. Garrison
Authorized Signature

STATE OF WASHINGTON)
County of Franklin) ss.
City of Pasco)

I certify that I know or have satisfactory evidence that Michael L. Garrison signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Mayor of City of Pasco to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 6th day of March, 2000.



Catherine D. Seaman
Printed Name Catherine D. Seaman
Notary Public for Washington
My appointment expires 5/2003



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Franklin Co, WA**PERIMETER DESCRIPTION:**

That portion of the Southwest quarter of Section 10, Township 9 North, Range 29, East, Willamette Meridian, Franklin County, Washington, described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section 10;

Thence North 00°20'16" East, along the East line of the Southwest quarter of said Section 10, a distance of 1704.32 feet to the Northeast corner of "Sunny Meadows Phase 5" according to the plat thereof recorded in Volume "D" of plats at page 168, records of Franklin County, Washington;

Thence North 88°21'34" West, along the North line of said plat of "Sunny Meadows Phase 5", a distance of 292.33 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 88°21'34" West, along the North line of said plat of "Sunny Meadows Phase 5", a distance of 503.07 feet to the Southeast corner of Tract A of Sunny Meadows Phase 6" according to the plat thereof recorded in Volume "D" of plats at page 175, records of Franklin County, Washington;

Thence along the perimeter of said plat of "Sunny Meadows Phase 6", the following courses:

Thence North 00°20'16" East, 316.44 feet;

Thence South 89°39'44" East, 91.62 feet;

Thence North 00°20'16" East, 10.00 feet;

Thence North 89°39'44" West, 91.62 feet;

Thence North 00°20'16" East, 211.00 feet;

Thence North 88°21'34" West, 273.12 feet;

Thence along the arc of a 1530.00 foot radius non-tangent curve, to the left, the long chord of which bears North 21°08'34" East, 83.10 feet, through a central angle of 03°06'44" for an arc distance of 83.11 feet;

Thence along the arc of a 20.00 foot radius reverse curve to the right, through a central angle of 72°03'14", for an arc distance of 25.15 feet;

Thence South 88°21'34" East, 26.17 feet;

Thence North 01°38'26" East, 50.00 feet;

Thence along the arc of a 20.00 foot radius non-tangent curve to the right, the long chord of which bears North 36°07'09" West, 31.62 feet through a central angle of 104°28'51" for an arc distance of 36.47 feet;

Thence along the arc of a 1530.00 foot radius reverse curve to the left, through a central angle of 03°05'56", for an arc distance of 82.75 feet;

Thence South 88°21'34" East, 679.15 feet;

Thence South 01°38'26" West, 105.64 feet;

Thence South 88°21'34" East, 97.68 feet;

Thence South 00°42'13" East, 50.04 feet;

Thence North 88°21'34" West, 82.40 feet;

Thence South 00°20'16" West, 473.75 feet;

Thence South 88°21'34" East, 55.92 feet;

Thence South 01°38'26" West, 50.00 feet;

Thence North 88°21'34" West, 46.84 feet;

Thence South 01°38'26" West, 105.84 Feet to the TRUE POINT OF BEGINNING;

Containing 10.35 acres.

Together with and subject to easements and restrictions of record.



AMENDMENT TO DECLARATION OF COVENANTS AND CONDITIONS
FOR PARKSIDE VILLAGE

AMENDMENT TO SECTION 21:

Subordination of the lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due and from the lien thereof.

Auditors file # 1575757

Michael L. Garrison 6-30-00

Michael L. Garrison Date
City of Pasco, Washington

State of WASHINGTON

County of FRANKLIN

I certify that I know and have satisfactory evidence that MICHAEL L. Garrison is the person who appeared before me, and said person, acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 6/30/00

Teresa Frase
Printed Name Teresa Frase
Notary Public for Washington
Residing at BURBANK
My appointment expires 03-11-03

After recording return to:



Aho Construction, LLC
5512 NE 109th Court, Suite 101
Vancouver, WA 98662

TITLE OF DOCUMENT: DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS
 FOR PARKSIDE VILLAGE

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GRANTEE (S): _____

LEGAL DESCRIPTION: Lots 1-63, Parkside Village

ADDITIONAL LEGAL: Exhibit "A"

ASSESSOR'S PROPERTY
TAX PARCEL NUMBER: _____



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FOR
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No Lot shall be used for any other purpose whatsoever other than for a private dwelling or residence. The use of homes as Developer models and on-site sales offices for the primary purpose of obtaining pre-sales within the Subdivision shall be exempt from the above restrictions.

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13. Alley and Subdivision Sign Maintenance. The following provisions apply with regard to the maintenance of private alleys and subdivision signs within the Subdivision. The Owners of Lots 46 through 63 of the Subdivision shall be responsible for maintenance and repair of the private alley over, under, and across the rear 10.50 feet of lots 46 through 63. The Owners of Lots 24 through 32 and all lots created by future development that are benefited by the Private Alley of the Subdivision shall be responsible for maintenance and repair of the private alley over, under, and across the rear 10.50 feet of lots 24 through 32 and all lots created by future development that are benefited by the private alley.

Each of said Lot Owners shall be responsible for payment of their equal share of the cost to maintain and repair, as may be reasonably required, the private alley for which said Lot Owner is responsible. The Association provided for herein shall be responsible for the determination of the work which is required for the reasonable maintenance and repair of such private alleys, and for enforcing the maintenance and repair requirements provided for herein. The determination of the Association in such regard shall be binding and conclusive upon the Owners who are responsible for such maintenance.

If subdivision Identification Signs are constructed the Homeowners Association will be charged with the maintenance of said signs. Assessment of cost to maintain said signs will be divided equally between the Owners of Lots 1-63 of Parkside Village

14. Landscaping Maintenance. Each of the Owners of the Lots 1 through 63 of Parkside Village shall be responsible for maintaining the landscaping strip

between the curb of the public street and the public sidewalk adjoining each owner's lot.

Said landscaping strip shall be grassed and shall be irrigated by the adjoining lot owner. Within the said landscaping strip one (1) tree per lot will be provided by the Developer to the lot owner at the time the lot owner is landscaping. The lot owner is responsible to plant and maintain the tree within said landscape strip.

The performance of the obligations set forth in this paragraph shall be supervised and enforced by the Association described herein.

15. Maintenance Association. The responsibility for overseeing and enforcing the provisions of this Private Alley Maintenance, Landscaping Maintenance, and Subdivision Entry Sign Maintenance Declaration is delegated by the Owners to an Association consisting of five (5) Owners ("Members"). The Members shall be appointed by a majority of the Designated Owners at a meeting called for the specific purpose of electing the Members to serve as the Association. Four (4) of the Members shall serve for a term of two years, with the initial selection of Members staggered to provide for an initial term of one or two years. In successive years, two (2) Members shall be elected each year for a 2-year term, or until such Member's successor is duly elected and qualified. In addition, there shall be one (1) Member elected for a 1-year term, thus constituting an Association of five (5) Members. The annual meeting for the selection of Members shall be the last Monday in April of each year, commencing in 2000, or on such other date as the Association may from time to time determine, provided, however, that so long as the Declarant holds title to a majority of the Lots, the annual meeting shall be at such time as may be selected by Declarant. The Declarant shall act as the Association until such time that an Association is formed. The Association shall adopt bylaws shall be approved by a majority of Designated Owners present and voting at a meeting called for such purpose.

16. Determination of Need. The need for Private Alley, landscaping and/or sign maintenance and repairs shall be determined by the Association. Upon determination that maintenance and/or repairs are necessary, the Association shall notify in writing the Owners of the Lots responsible for such maintenance and/or repairs of the Association's determination and the extent of repairs and/or maintenance which is required ("Mandate"). The Owners responsible for such maintenance and/or repairs, acting with common agreement, shall proceed to carry out the maintenance/repairs required by the Mandate. The cost of such maintenance and/or repairs shall be allocated in an equitable manner to the Lots, which are responsible therefor. In the event that some or all of the Owners shall fail to carry out their responsibilities as set forth in the Mandate and such failure shall continue for thirty (30) days after receipt of a formal written warning from the Association, the Association shall proceed to carry out and perform the work required for the repairs and maintenance as described in the

Mandate. In this connection, the Association shall determine the amount of funds required to accomplish the work set forth in the Mandate, assessing the costs against the Lots responsible for such work in the manner provided in paragraph 18. Upon the Association receiving payments as provided in paragraph 18, the Association shall proceed to perform the repairs and maintenance described in the Mandate. Each Owner agrees to defend and indemnify and hold harmless each Member and the Association to the extent of the Owner's responsibility therefor, of and from any and all claims or liability resulting from the decision of the Association that repairs or maintenance are necessary, and the contracting for and performing such repairs and maintenance.

17. Notices. All notices, including the communication of a Mandate and the warning notice provided herein shall be provided in writing and deposited in the United States mails by regular mail, and by certified mail, addressed to such Owner at the address of the Owner's Lot, or at such other address as may be provided to the Association by such Owner. Notice shall be deemed received by an Owner three (3) days after the date of a mailing. In lieu of mailing a notice may be personally delivered to an Owner. If the purpose of the notice is the calling of a special or annual meeting of the Owners or of the Association, such notice shall be provided at least ten (10) days prior to the date specified for such meeting.

18. Assessments. In the event that the Association shall be required to perform maintenance and/or repair work on the Private Alleys, landscaping or signs, the Association shall assess the estimated costs thereof to the Lot or Lots, and the Owner of the Lot, who is responsible for such maintenance and/or repairs. Each Owner shall pay within thirty (30) days of receipt of written notice of such assessment the amount of the assessment allocated to such Owner's Lot. The Association shall deposit such payment in a bank account established in the Association's name, as representatives of an unincorporated association, and shall thereafter expend from such account the sums necessary to meet the costs of maintenance, repairs and expense related to the work performed by the Association. In assessing costs of maintenance and/or repairs, the Association may include within such costs a reasonable sum for the out-of-pocket expenses of the Members in carrying out the work of the Association, attorney's fees, collection costs, accountant's fees and all other indirect costs reasonably related to the performance of the work of the Association.

19. Failure to Pay. In the event that an Owner shall fail to pay the amount of assessment made within the time provided in paragraph 18, the sum owing upon such assessment shall bear interest at the rate of twelve percent (12%) per annum from the date of receipt of notice of assessment until paid. In addition, the other Owners of Lots, and the Association, shall have a lien against the Lot whose Owner has defaulted in payment of the assessment.

20. Right of Entry. The Association, and each Member thereof, and their respective agents and representatives, shall have the right to enter upon all Lots as may be reasonably required for the purpose of carrying out the Association's duties and responsibilities.

21. Description of Lien. The lien described in this Declaration shall be calculated and perfected in the following manner. A notice of lien shall be signed by three (3) or more of the Members of the Association, on behalf of the non-defaulting Owners of the Subdivision. Said notice of lien shall include the following data:

- [a] The legal description of the Lot against which the lien is asserted and the Owner or reputed Owners thereof.
- [b] A description of the amount assessed against the Lot.
- [c] The date upon which such assessment was made.
- [d] The amount owing upon the assessment and the rate of interest.
- [e] The persons comprising the Members of the Association, together with the address of each of such parties.
- [f] A designated agent for purposes of collection to which payment may be made.
- [g] The telephone number through which persons interested in the Lot may communicate with the lien claimant.
- [h] The amount of any costs or attorney's fees, if any, claimed in addition to the lien amount.

The Association and/or the non-defaulting Owners may enforce the lien by foreclosure in the same manner and procedure which is provided by the Revised Code of Washington for the foreclosure of labor and materialman's liens, including the time limitations specified by statute for the foreclosure of such liens.

22. Attorney's Fees. In the event that an Owner should fail to pay an assessment made pursuant to the provisions of this Declaration within the time specified for the payment, the Association shall have the right to charge the Owner's Lot, and the Owner, for the reasonable attorney's fees incurred regardless of whether or not suit is commenced thereon. If suit for foreclosure of a lien is required, the defaulting Owner shall pay the reasonable attorney's fees incurred in collection of such claim, including all costs related thereto, the cost of a title search of the Lot, recording fees, and all other expenses reasonably incurred to enforce such lien.



23. Fences. No fence on any lot boundary line shall exceed 6 feet in height above the grade on which it is situated and providing that any line fence or planting between the minimum building set back line and the front lot line shall not exceed 3 1/2 feet above grade.
24. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
25. Signs. No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except one professional sign not larger than one square foot. One sign of not larger than 18 by 24 inches, advertising the property for sale or rent or signs used by the developers or a builder to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.
26. Existing Structures. No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision, nor shall any dwelling therein be occupied prior to its completion.
27. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected; maintained or permitted upon any lot.
28. Utilities. Any dwelling constructed on any lot within said plat shall take electric service only through underground service wires, or cable rated not less than 200 amps, and equipped with a service entrance panel of not less than 200 amp capacity and an approved type meter socket connected to a rigid metallic conduit of not less than two inch diameter extending from the meter to not less than eighteen inches below the finished ground surface, all except underground service wires to be installed and maintained at the expense of the builder or owner of said dwelling in conformity with applicable codes and regulation.
29. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than 2 dogs, 2 cats, or other usual small household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and provided that they are not permitted to cause damage, constitute a nuisance or run at large in the neighborhood.

30. Incorporation. Nothing provided herein shall prevent the Association from incorporating in order to carry out its functions as an Association.

31. Approval of The City of Pasco, Washington. Notwithstanding any provisions herein, this Declaration shall not be effective unless and until the provisions hereof are approved by The City of Pasco, Washington. After approval of these Declarations by The City of Pasco, Washington, these Declarations may not be amended or modified in any respect except with the approval and consent of The City of Pasco, Washington.


32. Enforcement. The Association may accept responsibility for enforcement of other covenants and conditions of this Declaration in addition to the matters set forth in paragraphs 13 and 14, provided, however, that the Association shall not assume such responsibilities except upon a majority vote of the Designated Owners of the Lots present and voting at a meeting called for such purpose. If the Association assumes such additional responsibilities, the Association shall have the right to assess on an equal basis all the Lots in the Subdivision for the costs of such enforcement in the manner set forth in paragraphs 18, 19, 20, and 21. Nothing provided in this paragraph shall, however, limit the right of any Owner of a Lot within the Subdivision from pursuing any action at law or equity to enforce the covenants and provisions of this Declaration. The failure on the part of any Owner or Owners, or the Association, to, at any time, enforce any of the provisions hereon, shall in no event be deemed a waiver thereof, or of any existing violation thereof, nor shall the invalidation of any of said reservations, conditions, agreements, covenants and restrictions by judgement or court order affect any other provisions hereof, which provisions shall remain in full force and effect. In the event of a suit to enforce the provisions of this Declaration, whether by the Association, or a Member thereof, the prevailing party in such suit shall be entitled to recover his, her or its attorney's fees from the losing party, including fees and cost in appellate court proceedings.

DATED this 2nd day of March, 2000.

DECLARANT AND DEVELOPER:

AHO CONSTRUCTION, LLC

By


Melvin S. Aho, Owner

Approved:

March 6th, 2000

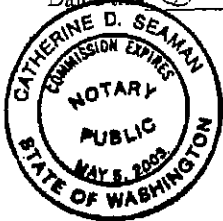
CITY OF PASCO, WASHINGTON

By Michael L. Garrison
Authorized Signature

STATE OF WASHINGTON)
County of Franklin) ss.
City of Pasco)

I certify that I know or have satisfactory evidence that Michael L. Garrison signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Mayor of City of Pasco to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 6th day of March, 2000.



Catherine D. Seaman
Printed Name Catherine D. Seaman
Notary Public for Washington
My appointment expires 5/2003

**PERIMETER DESCRIPTION:**

That portion of the Southwest quarter of Section 10, Township 9 North, Range 29, East, Willamette Meridian, Franklin County, Washington, described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section 10;

Thence North 00°20'16" East, along the East line of the Southwest quarter of said Section 10, a distance of 1704.32 feet to the Northeast corner of "Sunny Meadows Phase 5" according to the plat thereof recorded in Volume "D" of plats at page 168, records of Franklin County, Washington;

Thence North 88°21'34" West, along the North line of said plat of "Sunny Meadows Phase 5", a distance of 292.33 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 88°21'34" West, along the North line of said plat of "Sunny Meadows Phase 5", a distance of 503.07 feet to the Southeast corner of Tract A of Sunny Meadows Phase 6" according to the plat thereof recorded in Volume "D" of plats at page 175, records of Franklin County, Washington;

Thence along the perimeter of said plat of "Sunny Meadows Phase 6", the following courses:

Thence North 00°20'16" East, 316.44 feet;

Thence South 89°39'44" East, 91.62 feet;

Thence North 00°20'16" East, 10.00 feet;

Thence North 89°39'44" West, 91.62 feet;

Thence North 00°20'16" East, 211.00 feet;

Thence North 88°21'34" West, 273.12 feet;

Thence along the arc of a 1530.00 foot radius non-tangent curve to the left, the long chord of which bears North 21°08'34" East, 83.10 feet, through a central angle of 03°06'44" for an arc distance of 83.11 feet;

Thence along the arc of a 20.00 foot radius reverse curve to the right, through a central angle of 72°03'14", for an arc distance of 25.15 feet;

Thence South 88°21'34" East, 26.17 feet;

Thence North 01°38'26" East, 50.00 feet;

Thence along the arc of a 20.00 foot radius non-tangent curve to the right, the long chord of which bears North 36°07'09" West, 31.62 feet through a central angle of 104°28'51" for an arc distance of 36.47 feet;

Thence along the arc of a 1530.00 foot radius reverse curve to the left, through a central angle of 03°05'56", for an arc distance of 82.75 feet;

Thence South 88°21'34" East, 679.15 feet;

Thence South 01°38'26" West, 105.64 feet;

Thence South 88°21'34" East, 97.68 feet;

Thence South 00°42'13" East, 50.04 feet;

Thence North 88°21'34" West, 82.40 feet;

Thence South 00°20'16" West, 473.75 feet;

Thence South 88°21'34" East, 55.92 feet;

Thence South 01°38'26" West, 50.00 feet;

Thence North 88°21'34" West, 46.84 feet;

Thence South 01°38'26" West, 105.84 Feet to the TRUE POINT OF BEGINNING;

Containing 10.35 acres.

Together with and subject to easements and restrictions of record.