

LEAVY, SCHULTZ, DAVIS & FEARING
2415 W FALLS AVE
KENNEWICK, WA

PHEASANT RUN - FRANKLIN COVENANTS

THIS DECLARATION (hereinafter "Declaration") is made and entered into on the date set forth below by DBCL, LLC, a Washington limited liability company (hereinafter referred to as the "Developer"), for purposes of subjecting the below-mentioned and described real property to the various covenants, conditions and restrictions set forth herein.

WHEREAS, the Developer is the developer and owner of the fourteen (14) platted residential lots located within the Plat of Pheasant Run, recorded with the Franklin County Auditor on April 16, 2008, under Auditor's File No. AFN 1717787 (sometimes hereinafter referred to as "Pheasant Run" or "Pheasant Run - Franklin"), which recorded Plat and all terms and conditions set forth on the face thereof are hereby incorporated herein by this reference.

WHEREAS, the residential subdivision development within which the Pheasant Run Lots are located is and shall be commonly known and referred to as Pheasant Run".

WHEREAS, the Developer hereby declares that this Declaration and the various covenants, conditions and restrictions set forth herein as well as any subsequent amendments thereto are specifically intended to and shall "run with the land" (i.e., each and every one of the Pheasant Run Lots) and shall be fully binding upon, enforceable against, and shall inure to the benefit of, all now existing or hereafter created Pheasant Run Lots and any and all persons and/or entities now or hereafter owning, possessing, or otherwise claiming or acquiring any right, title, or interest of any nature in the Pheasant Run Lots (or any portion thereof) for a period of ten (10) years from the date of recording this Declaration, at which time these covenants, conditions and restrictions shall automatically renew for successive periods of ten (10) years each unless sixty five percent (65%) of the then-existing owners of Pheasant Run Lots meet and vote within sixty (60) days prior to such time(s) of renewal to amend these covenants, conditions and restrictions either in whole or in part. Except as otherwise provided above for the sixty (60) day period(s) prior to such time(s) of automatic renewal, these covenants, conditions and restrictions may be amended only by an affirmative vote of seventy five percent (75%) of the owners of the Pheasant Run Lots.

WHEREAS, it is the intent and purpose of this Declaration and these covenants, conditions and restrictions to ensure that there will be a common-plan, uniform and high quality of development in regard to all structures located in Pheasant Run, now and in the future, in order to enhance, protect and preserve the health, safety, welfare, security and value of monetary investment, as well as to promote, enhance and ensure harmony and compatibility among and between Pheasant Run Lot owners, residents, and neighbors.

NOW, THEREFORE, the Developer hereby declares that:

1. All provisions of the above-stated recital paragraphs are substantive and integral to the intent and purpose of this Declaration and, as such, are hereby fully incorporated herein by this reference.
2. Any and all instruments of conveyance or transfer of any interest in any lot (including, without limitation, deeds and real estate contracts) shall contain (and if not, shall be deemed to contain) reference to this Declaration and shall be fully subject to this Declaration and the various covenants, conditions and restrictions set forth herein. Any and all leases or occupancy agreements relating to any lot, written or oral, shall contain (and, if not, shall be deemed to contain) reference to this Declaration and shall be fully subject to this Declaration and the various covenants, conditions and restrictions set forth herein. No private agreement between adjacent lot or property owners shall modify or abrogate any portion of this Declaration and the various covenants, conditions and restrictions set forth herein.
3. There is no public or community source of potable water supply to the lots; all lot owners shall be required to drill a well on the lot to obtain potable water to service the lot. The Developer makes no warranties, assurances, or representations whatsoever, express or implied, as to whether a well on any lot will provide and supply an adequate quantity or quality of potable water. Any and all water wells shall be placed on the lot so as to strictly conform with and to any and all requirements set forth on the face of the above-referenced Final Plat of Pheasant Run and all applicable governmental health regulations, codes and laws.
4. Any and all septic tanks, dry wells, and drain fields shall be placed on the lot so as to strictly conform with and to any and all requirements set forth on the face of the above-referenced Final Plat of Pheasant Run and all applicable governmental health regulations, codes and laws.
5. All lots located within Pheasant Run are "residential Lots" and shall be used only for single-family residential purposes. No multi-family housing units, horizontal property regimes, condominiums, or similar types of structures shall be allowed upon any lot. It is the Developer's paramount goal and intent that Pheasant Run be developed into a first-class, top quality, and high value residential development and that, consistent with such goal and intent, that all structures

within Pheasant Run shall be, both internally and externally, designed, constructed, and maintained in an architecturally and aesthetically pleasing and desirable manner so as to fully promote and achieve such goal and intent.

6. No structure of any type or nature shall be erected, altered, repaired, placed or permitted upon any lot other than one (1) single-family residential dwelling (which shall have a roof pitch of not less than a six (6) to twelve (12) ratio and which shall include an attached private garage for not less than two (2) vehicles, one (1) hot tub cabana/gazebo, and one (1) swimming pool. In addition, there is allowed an outbuilding for use as a shop or similar purpose of not more than 1800 square feet. Any and all of such structures and outbuildings shall further be erected constructed, and finished in such a manner as to be architecturally compatible with, and of the same exterior color and material as, the primary residential dwelling structure located on the lot. No structure shall be higher than thirty-five (35) feet.
7. No structure of any type or nature (including, without limitation, residences, garages, fences, patios, swimming pools, and all outbuildings) may be erected, placed, altered, repaired, or permitted to remain upon any lot unless and until the proposed structure's detailed plans and specifications, exterior color plan, plot plan (including proposed location with respect to topography and finished ground elevation), landscaping plan, and fencing plan showing and detailing the specific type, design, shape, height, location, color, and building materials composition of the proposed structure have been duly submitted to and reviewed and approved by the Pheasant Run Architectural Control Committee (hereinafter the "ACC") in writing as being in full and strict compliance with all applicable provisions of this Declaration and in full and complete conformity and harmony as to external design and location relative to the other contemplated, desired, and intended first-class, top quality, and high value structures in Pheasant Run. The ACC shall be initially composed of two (2) members, David W. Wilson and H. W. Felsted, or by other individuals designated by the Developer or the ACC. All required plans and specifications shall be submitted to the ACC at the following address:

Pheasant Run Architectural Control Committee
ATTN: David W. Wilson and H. W. Felsted
c/o 10723 West Court Street
Pasco, WA 99301
Phone 545-1579, Cell 521-8787

and/or to such other address(es) as may hereafter be designated in writing to Pheasant Run Lot owners by the Developer or the ACC.

- a. Without limitation as to the ACC's general and broad power and authority under this Declaration to influence and control the design and location of all structures within Pheasant Run, the ACC's purpose shall be to ensure that all plans, specifications and structure designs are in strict

conformance to the covenants, conditions and restrictions contained herein, and that all structures, fencing and landscaping located within Pheasant Run are designed, physically located, and constructed in such a manner so as to strictly conform in height and general appearance with other existing structures and landscaping.

- b. In the Event that the ACC fails to approve or disapprove any plans and specifications submitted to it for review within thirty (30) days after the date of submission, the submitted plans, specifications, and any accompanying documentation related thereto shall be deemed to have been approved by the ACC and the provisions of this Paragraph 7 shall be deemed to have been complied with provided that the design, location, and other salient characteristics of the proposed structure or the proposed work or improvement shall be governed by and subject to all other covenants, conditions and restrictions set forth herein and shall be required to be in harmony with the other existing structures in Pheasant Run.
- c. The ACC's approval of duly submitted plans and specifications shall not be unreasonably withheld. However, the ACC shall have the right to reject any proposed plans and specifications that the ACC deems, in its sole and absolute discretion, not to be architecturally or aesthetically suitable or desirable for the planned or existing Pheasant Run development; provided that the ACC's rejection of any proposed plans and specifications must be based on objective factors and criteria and on reasonable judgment as to the effect the proposed structure or the proposed work or improvement would have on the Pheasant Run development as a whole. The ACC and its members and representatives shall have no personal liability for successful judicial challenges to the ACC's decisions regarding submitted plans and specifications, and the sole and exclusive remedy available to a party successfully challenging the ACC's decision shall be limited to a judicial order or decree reversing the ACC's decision and such party shall have no right, claim, remedy, or entitlement for damages or reimbursement of any amount or nature.
- d. The ACC's approval of proposed plans and specifications shall not be interpreted or deemed as being an endorsement or certification as to the proposed structures or the proposed works or improvements building codes. The party submitting the plans and specifications to the ACC shall bear all responsibility to ensure such safety, structural integrity, and compliance, and the ACC and its members and representatives shall have no liability whatsoever for any lack of safety, structural integrity, or compliance.
- e. When residential structures have been constructed, completed, and legally occupied on all of the lots within Pheasant Run, the powers and duties of

the initial ACC shall terminate and the ACC shall thereafter consist of three (3) members who shall be individuals who own lots in Pheasant Run and who shall be elected or appointed to serve in such capacity for three (3) year terms by majority vote of Pheasant Run Lot owners. Except for the above-named members of the initial ACC who may not be involuntarily removed or replaced from such capacity for any reason whatsoever, members of the ACC may be removed and replaced at any time prior to the expiration of their respective three (3) year term by majority vote of the owners of Pheasant Run Lots.

- f. The ACC's members shall not be entitled to receive any compensation for ACC-related services performed pursuant to this Declaration.
 - g. The ACC's approval of any proposed plan or matter submitted to it shall not be deemed to constitute a waiver, abandonment, or binding precedent that would preclude the ACC's right or ability to subsequently withhold its approval of similar proposed plans or similar proposed matters submitted to it.
 - h. The ACC shall have the discretion, power, and authority to enact, promulgate, implement, and enforce any rules or regulations that the ACC, in its sole and absolute discretion, may deem necessary or appropriate from time-to-time to effectively and efficiently carry out and effectuate its purpose and duties under this Declaration and the provisions of paragraph 7.
8. Without limiting other applicable provisions of this Declaration, all structures and improvements within Pheasant Run shall be designed, located and placed on the lot in such a manner that strictly conforms to and complies with all applicable building code or otherwise applicable minimum setback requirements. All structures and improvements within Pheasant Run shall also be designed, located and placed on the lot in such a manner so as not to encroach upon any recorded or otherwise known or apparent easement area.
9. No lot may be further divided or partitioned.
10. No noxious or injurious activity shall be conducted upon any lot nor shall any type of activity be conducted thereon which is or may become an annoyance or nuisance to other lot owners or occupants.
11. No lot shall be used or maintained as a dumping ground for garbage, waste, or unwanted materials of any kind or nature including, without limitation, building materials, lawn or yard clippings and rocks. Trash, garbage and other waste shall not be kept or accumulated on any lot except in sanitary containers that are appropriately screened and shielded from view from any street or by other lot owners and occupants.

12. No unused or inoperable vehicles, "junkyard" type materials (e.g., equipment, machinery, automobiles in disrepair, and automobile parts), or any other types of unsightly or offensive items shall be accumulated or allowed to remain upon any lot.
13. No vehicles of any type nor utility or recreational vehicles of any type (including, without limitation, boats, campers, motor-homes, trailers, snowmobiles and personal watercraft), whether operable or not and whether regularly driven/used or not, shall be parked, stored, or otherwise maintained for over 72 hours on any street, thoroughfare or cul-de-sac within Pheasant Run. Violations of this paragraph shall subject such vehicles to public impound, at the full risk and expense of the vehicle owner(s).
14. No commercial vehicles of any type, whether operable or not and whether regularly driven/used or not, shall be parked or stored on any lot. For purposes of this paragraph, commercial vehicles shall not include passenger cars or standard-size vans and pickup trucks that are used for both business and personal use, provided that any commercial-related signs, logos, or other markings thereon shall be unobtrusive and unobjectionable.
15. Except for any lights that may be installed by the Developer, no spotlights, floodlights, or other type of high-intensity exterior lighting shall be placed or utilized on any lot that causes light to be directed or reflected toward any other lot.
16. No oil or natural gas exploration/drilling, refining operations or related activities of any type shall be conducted on any lot; nor shall any quarrying or mining-related operations or activities of any type be conducted on any lot.
17. No signs of any type or nature shall be erected, placed, or otherwise maintained or displayed on any lot; provided that, one (1) unlighted "for sale" or "for rent" sign may be temporarily placed and displayed on a lot provided that the sign does not exceed five (5) square feet in size. Provided further that, however, the Developer reserves the right to erect, place and display signs of any size or nature on Developer-owned lots within Pheasant Run incidental to the Developer's promotion and sales of lots.
18. The Developer reserves the right to erect, locate and maintain a real estate sales office and related appurtenances on Developer-owned lots within Pheasant Run incidental to the Developer's promotion and sales of such lots.
19. No recreational vehicle of any type (including, without limitation, motor-homes, trailers and campers), mobile home/manufactured home (whether U.B.C. approved or not), factory assembled structure of any type (whether U.B.C. approved or not), modular home (whether U.B.C. approved or not), basement, tent, shack, garage, barn or any other type of outbuilding shall be used as a

temporary or permanent residence nor shall any type of structure of a temporary character be used as a residence.

20. All structures and improvements erected or placed upon a lot shall be of new construction and shall be fully completed as to external appearance (including, without limitation, finished painting and roofing) within one (1) year from the date of the commencement of construction or improvement work.
21. Prior to a residential dwelling being constructed on a lot, the natural vegetation on the lot shall be kept regularly mowed and maintained in a manner that strictly complies with all applicable governmental laws, ordinances, codes and regulations. In the event that any lot fails to comply with the foregoing requirement, the Developer reserves the right (but not the obligation), in its sole and absolute discretion, to take action to mow and maintain the natural vegetation on such lot and to bill the lot owner for the cost and expense associated with the Developer taking such action, which bill shall be fully due upon receipt and shall be a separate, distinct, personal, and joint and several debt and obligation of the lot owner. In the event that any lot owner fails or refuses to pay such bill within thirty (30) days of the date such bill becomes due, the amount billed and owing (together with accrued interest thereon at 12% per annum and any attorney's fees and costs incurred in any collection action) shall be automatically deemed as being a valid, enforceable and continuing lien against the lot(s) owned by the non-paying lot owner. Such lien may be perfected and made of record by the Developer (or its assignee) preparing and recording a sworn claim of lien with the Franklin County Auditor that legally describes the non-paying owner's lot(s) and that sets forth the monetary amount of the lien and the basis for the lien. Such recorded lien may be thereafter foreclosed and enforced by a civil action in the court having jurisdiction in the manner prescribed for the judicial foreclosure of a mortgage. The court shall have the power to order the sale of the non-paying owner's lot(s). In any action brought to foreclose a lien, the non-paying owner shall be joined as a party to such action. The interest in the lot(s) of any other person/entity who, prior to the commencement of the action, has a recorded interest in the lot(s), or any part thereof, shall not be foreclosed or affected unless they are also joined as a party to the action. To the fullest extent allowed by law, each lot owner shall be deemed to have fully waived any homestead or exemption rights in effect at the time of any such foreclosure action.

Upon a residential dwelling being constructed on a lot, such lot shall be appropriately and attractively landscaped incidental to the construction and completion of the residential dwelling structure on the lot. The landscaping plan (and any and all alterations or modifications thereto) shall be submitted to the ACC for review and approval as provided for above. The landscaping shall be fully completed within six (6) months from the date on which a certificate of occupancy is obtained for such structure. Landscaping shall be continuously maintained in a neat and attractive manner.

22. Every dwelling structure shall be a minimum of two thousand two hundred (2,200) square feet in overall living area size, exclusive of garages, open porches, and belowground basements. Provided, further, that every dwelling structure of two (2) above-ground levels, shall have a minimum of two thousand eight hundred (2,800) square feet in overall living area size, exclusive of any garages, open porches and below-ground basements.
23. No animals of any kind shall be raised, bred or kept upon any lot. Provided that, however, dogs, cats or other types of commonly kept domestic household pets shall be permitted provided that such pets shall not be kept, bred or maintained for any commercial purposes and provided that the aggregate total of such pets shall not exceed three (3) pets per household (except that such maximum per household total may be temporarily exceeded in the event a household pet gives birth for a period of not more than sixty (60) days from the date of birth). No permitted household pets shall be allowed to relieve themselves on, or wander or freely roam onto, other lots or public areas and the owner of such pets shall take appropriate steps to ensure that such pets do not create objectionable or annoying noise (e.g., excessive barking or howling) and shall be responsible for any injury, loss or damage caused by such pets to persons or property.
24. Detailed plans showing the height, location, color, and building materials composition (e.g., wood, chain-link, stone, concrete, masonry, etc.) of any proposed fencing on a lot shall be submitted to the ACC for review and approval prior to any fencing (including, but without limitation, yard fencing, border fencing, pool fencing, and dog run/kennel fencing) being erected, replaced or altered on any lot. For purposes of this paragraph, plants, trees, hedges, and similar types of vegetation shall be considered as "fencing" or "fences" when planted and located in such a manner on a lot as to constitute a concentrated, mass planting. For further purposes of this paragraph, gates or movable access panels shall be considered as "fencing" or "fences".
 - a. In general, except as provided otherwise below, and without limiting the power and absolute discretion of the ACC to reject any proposed fencing plan, no fence on any lot shall exceed six (6) feet in height. Provided that, in the event that applicable governmental regulations and/or other provisions contained in the Declaration specifically require a particular fence to be of a different height, then such regulations and/or other provisions shall take precedence and control.
 - b. Upon the ACC approving a particular fencing plan submitted to it for review, the fencing contemplated by such plan shall be constructed and completed within a reasonable time not to exceed three (3) months from the date of plan approval.
 - c. All fences shall be continuously maintained in good condition and repair. In the event any fencing is fully or partially damaged by any cause, it shall

be fully repaired/replaced to its original condition within three (3) months from the date of damage.

- d. No fence shall be erected or placed on any lot closer to any street or cul-de-sac than the applicable building setback line, and no fence shall be erected or placed on any lot closer to any street or cul-de-sac than the residential dwelling.
 - e. For purposes of erecting, repairing or maintaining any fence located upon and along the dividing line between adjacent lots, a perpetual, limited and non-exclusive easement of five (5) feet in width on each side of such dividing line is hereby created to provide the adjacent lot owners on either side of the dividing line limited access to the other adjacent lot for such purposes.
25. All easements shown on the face of the above-referenced Plat of Pheasant Run - Franklin shall be strictly observed. No structure of any type shall be constructed or located on a lot, nor shall any materials (e.g., wood, bricks, concrete blocks, etc.) be stacked or otherwise allowed to accumulate, so as to encroach upon any designated easement area. Provided that, however, fencing and/or landscaping may be erected or placed upon an easement area, provided that any lot owner electing to do so shall assume the risk that such fencing and/or landscaping may need to be promptly removed and replaced (at the lot owner's sole responsibility, cost and expense) in the event the easement area needs to be accessed and utilized for the purpose(s) that the easement was created and exists for (e.g., installation and/or maintenance of utilities).
26. All trees, vines, shrubs, hedges or similar type of vegetation shall not be allowed to grow and mature so as to unreasonably block or impair the view of any surrounding lot. Further, all lot owners shall take affirmative action to prevent the growth and/or facilitate the prompt removal of all varieties of noxious weeds. No North-South lot line shall have more than thirty (30) percent sign obscuring features higher than six (6) feet, including structures, landscaping, and trees.
27. Any and all construction and improvements on lots within Pheasant Run shall strictly conform to all applicable local and state planning and construction codes and ordinances in effect at the time of construction and improvement.
28. Any and all private driveway access upon a lot shall be of a gravel, blacktop, or concrete surface. Lots adjacent to Dent Road shall not have driveway access off Dent Road but shall have driveway access off Pheasant Run Rd.
29. No trade, craft, business, profession, commercial or manufacturing enterprise or commercial or business activity of any kind or nature shall be conducted or carried out upon any lot. Provided that, this restriction shall not prevent a small-scale "home-office" type of business activity utilizing computer and/or

tele-communication technology to be carried on within the confines of a residential structure provided that such activity is conducted in a manner that does not negatively detract from the residential nature of such structure; is conducted in a manner that does not generate any customer or clientele traffic; and is conducted in a manner that does not expand to or involve any other area, structure or outbuilding upon the lot.

30. As of the date of this Declaration, irrigation water is conditionally provided to the lots pursuant to a Miscellaneous Water Service Contract Between the United States of America and Quail Bluff Estates, L.L.C., ("Contract") and a recorded Easement. A copy of said Contract is available for review upon written request to the Developer.
 - a. Subject to the various terms and conditions of said Contract, a limited quantity of irrigation water for purposes of lawn and landscape maintenance will be available to the lots (except in instances of water shortages) for an initial period of ten (10) years from the Contract date. Upon the expiration of said ten (10) year initial period, said Contract is renewable (unless terminated by either party in the manner provided in the Contract) for additional ten (10) year period; provided that, however, said Contract (and the water supplied under said Contract) by its express terms and applicable federal law shall in no event last or be in effect longer than forty (40) total years from the Contract date of May 8, 2007. The Developer reserves the right (but not the obligation) to transfer and assign its rights in said Contract to another person or entity including, without limitation, a Washington limited liability company organized and controlled by the Developer (or the Developer's principals) or the below-referenced property owners association. The Developer makes no warranties, assurances, or representations, express or implied, as to whether the irrigation water made available to the lots pursuant to said Contract will provide and supply an adequate quantity or quality of irrigation water to maintain lawn and landscaping.
 - b. Each lot shall be subject to an annual assessment or charge to pay for the lot's pro-rata share of the costs and expenses associated with obtaining and supplying irrigation water to the lots pursuant to said agreement regardless of whether or not irrigation water is actually being utilized by a particular lot or lots. The failure of a lot owner to promptly pay such assessment or charge when due shall be adequate basis for the supply of irrigation water to be cut off from or discontinued to such lot. In addition, each assessment or charge levied or imposed, together with interest thereon at the rate of twelve percent (12%) per annum, shall be a separate, distinct, personal, and joint and several debt and obligation of the lot owner against whom the assessment or charge is levied or imposed or from whom the amount is due. In the event that any lot owner fails or refuses to pay any

such assessment or charge within thirty (30) days of the date such assessment or charge becomes due, the amount(s) owing (together with accrued interest thereon at 12% per annum and any attorneys' fees and costs incurred in any collection or enforcement action) shall be automatically deemed as being a valid, enforceable and continuing lien against the lot(s) owned by such non-paying owner. Such lien may be perfected and made of record by the Developer (or its assignee) preparing and recording a sworn claim of lien with the Franklin County Auditor that legally describes the non-paying owner's lot(s) and that sets for the monetary amount of the lien and the basis for the lien. Such recorded lien may be thereafter foreclosed and enforced by a civil action in the court having jurisdiction in the manner prescribed for the judicial foreclosure of a mortgage. The court shall have the power to order the sale of the non-paying owner's lot(s). In any action brought to foreclose a lien, the non-paying lot owner shall be joined as a party to such action. The interest in the lot(s) of any other person/entity who, prior to the commencement of the action, has a recorded interest in the lot(s), or any part thereof, shall not be foreclosed or affected unless they are also joined as a party to the action. To the fullest extent allowed by law, each lot owner shall be deemed to have fully waived any homestead or exemption rights in effect at the time of any such foreclosure action.

31. No lot(s) owned by the Developer shall be subject to any assessment or charge levied, imposed, or authorized by this Declaration until such time as the Developer closes on the sale of such lot(s), at which time such lot(s) shall be subject to prospective assessments and charges to the same extent as the other lots in Pheasant Run.
32. No radio antennas of any type, television antennas, satellite dishes, or similar communications devices shall extend more than three (3) feet above the roof line of any structure without the prior written approval of the ACC. Notwithstanding the above, no C.B. radio towers/antennas, ham radio towers/antennas, or any similar type of communication towers/antennas shall be allowed on any lot.
33. No lot owner shall carry on any activity of any nature whatsoever on his property that is in derogation or violation of the laws of the state of Washington and/or any other applicable governmental authority.
34. All owners of lots located within Pheasant Run, by virtue of such ownership, shall automatically be deemed as members of a property owners association upon such association being organized by the Developer as provided herein for purposes of representing all lot owners within Pheasant Run.
 - a. The name of the association shall be "Pheasant Run - Franklin Homeowners Association" (hereinafter the "Association"). The Developer shall have the right to organize the Association on such basis as shall

appear to the Developer in its sole and absolute discretion to be the most advantageous and beneficial to the owners of lots within Pheasant Run at the time of organizations, and the Developer shall have no liability to any party associated with or arising out of such organization. The Association shall be incorporated pursuant to the provisions of RCW Chapter 24.03/24.06 as now or hereafter amended, and shall also be subject to the applicable provisions of RCW Chapter 64.38, as now or hereafter amended.

- b. The Association shall have articles of incorporation and bylaws as initially established by the Developer in its discretion. The Association shall be charged with the duties and invested with the powers prescribed by law and set forth in the articles of incorporation, bylaws, and this Declaration. Neither the articles of incorporation nor the bylaws shall, for any reason, be amended or otherwise changed, modified, or interpreted so as to be inconsistent with this Declaration.
- c. Each and every lot owner, by virtue of such ownership and for so long as such ownership is maintained, shall be a member of the Association, and no lot owner shall have more than one (1) membership in the Association, except as hereinafter set forth with respect to voting. Membership in the Association shall not be assignable or transferable, except to a successor-in-interest of a lot owner's fee interest in a lot, and all memberships in the Association shall be appurtenant to the lot owned by such lot owner. The memberships in the Association shall not be transferred, pledged or otherwise alienated in any way except upon the transfer of title to a lot and then only to the transferee of fee title to the lot. Any attempt to make a prohibited membership transfer shall be void and shall not be reflected on the books or records of the Association.
- d. Each lot shall be entitled to one (1) vote in Association affairs. Each vote allocable to a lot shall be cast as a single vote and shall not be fractionally divided. In the event of co-ownership (e.g., by husband and wife, tenants in common, joint tenants, etc.) of any lot, those owners together shall comprise only one (1) vote. The term "owner" shall mean the contract vendee/purchaser, as reflected in the records of the Auditor of Franklin County, Washington. The term "owner" shall not include the interests of tenants or licensee-occupants of a lot, nor shall the term include the interest of any party merely possessing an interest in the property to secure the performance of some obligation (e.g., mortgagee, lien-holder, etc.). A lot owner's voting rights in Association affairs may be suspended by the Association during any period of time that said owner fails to timely or fully pay any duly levied or imposed assessment or charge against the owner's lot. Notwithstanding the above, the Developer shall have three (3) votes for each lot owned by it; provided that, upon the Developer

closing on the sale of a particular lot, the new owner of such lot shall only be entitled to one (1) vote.

- e. The affairs of the Association shall be conducted by a board of directors and such officers as the board may elect or appoint, in accordance with the articles of incorporation and bylaws, as the same may be amended from time-to-time. The initial board shall be appointed by the incorporator (i.e., the Developer) or its successors and shall hold office until the first annual meeting, at which time a new board shall be elected in accordance with the provisions set forth in the articles and bylaws.
- f. The powers of the Association shall be exercised by and through the board of directors. Without limitation to the broad powers generally provided to board of directors by law and any other powers expressly or implicitly provided to the board under the terms of this Declaration to do all things reasonably necessary to fulfill its duties and effectuate the purposes and intent of this Declaration, the board shall have the following powers:
 - (1) To levy, collect, and enforce assessments, charges, and penalties against the lots;
 - (2) To provide or contract for the provision of any services to the residents of Pheasant Run as the board deems to be beneficial and/or necessary;
 - (3) To pursue legal action to enforce these covenants, conditions and restrictions and to seek the enjoining of any violations thereof;
 - (4) To execute and record any duly-authorized amendments to this Declaration and the various covenants, conditions and restrictions set forth herein;
 - (5) To adopt, promulgate, and enforce reasonable rules and regulations governing matters of mutual concern to the Association members, provided that such rules and regulations are consistent with this Declaration and the Association's articles and bylaws, and provided further that such rules and regulations treat all members fairly and in a non-discriminatory manner; and
 - (6) To contract and pay for any materials, supplies, labor, or services that the board deems reasonably necessary or appropriate for carrying out its powers and duties including, without limitation, legal or accounting services.
- g. Each assessment or charge levied or imposed by the Association, together with interest thereon at the rate of twelve percent (12%) per annum, shall

be a separate, distinct, personal, and joint and several debt and obligation of the lot owner against whom the assessment or charge is levied or imposed or from whom the assessment or charge is levied or imposed or from whom the amount is due. In the event that any lot owner fails or refuses to pay any such assessment or charge within thirty (30) days of the date such assessment or charge becomes due, the amount(s) owing (together with accrued interest thereon at 12% per annum and any attorney's fees and costs incurred in any collection or enforcement action) shall be automatically deemed as being a valid, enforceable and continuing lien against the lot(s) owned by such non-paying owner. Such lien may be perfected and made of record by the Association preparing and recording a sworn claim of lien with the Franklin County Auditor that legally describes the non-paying owner's lot(s) and the asset for the monetary amount of the lien and the basis for the lien. Such recorded lien may be thereafter foreclosed and enforced by a civil action in the court having jurisdiction in the manner prescribed for the judicial foreclosure of a mortgage. The court shall have the power to order the sale of the non-paying owner's lot(s). In any action brought to foreclose a lien, the non-paying lot owner shall be joined as a party to such action. The interest in the lot(s) of any other person/entity who, prior to the commencement of the action, has a recorded interest in the lot(s), or any part thereof, shall not be foreclosed or affected unless they are also joined as a party to the action. To the fullest extent allowed by law, each lot owner shall be deemed to have fully waived any homestead or exemption rights in effect at the time of any such foreclosure action.

35. In the event that any lot owner violates any of the covenants, conditions and restrictions contained herein, it shall be lawful for the Association and/or any other person(s) owning lots in Pheasant Run to file and pursue legal action, at law or in equity, against the person(s) who is/are in violation of, or who is/are attempting to violate, any of said covenants, conditions and restrictions to enjoin such person(s) from such violation and/or to recover any damages from such person(s) resulting from such violation together with attorney's fees and costs incurred in any such legal action. The failure of our delay by the Association or the other person(s) owning lots to file and pursue such legal action to enforce said covenants, conditions and restrictions shall in no event be deemed a waiver and/or abandonment of the right to do so at any time thereafter. The Developer, in its capacity as such, shall have the right (but not the obligation) to take action to enforce these covenants, conditions and restrictions or to seek the enjoining of any violations thereof.
36. The invalidation of any one (1) or more of these covenants, conditions and restriction (or any portion thereof) by court judgment, decree, order, or otherwise shall in no way affect or impair the validity or enforceability of any of the other covenants, conditions and restrictions contained herein, which shall all remain in full force and effect.

- 37. All rights and authority granted or reserved to the Developer under this Declaration shall be fully transferable and assignable by the Developer in its sole and absolute discretion to any third-party/parties of the Developer's choice or to the Developer's principals (or their respective heirs, successors, legal representatives or assigns).
- 38. All lots within Pheasant Run are located within close proximity to existing and ongoing farm and agricultural uses that may from time-to-time produce, and cause the residents of Pheasant Run to be subjected to, orders, dust, noise, smoke, and other related and commonly associated impacts from normal and lawful farming and agricultural activities and practices. All lot owners acknowledge and fully accept the risk of any and all such potential impacts occurring.

Dated: 4/28/2008

DBCL, L.L.C.

BY: *D.W. Wilson*
DAVID W. WILSON, Co-Manager

BY: *H.W. Felsted*
H. W. FELSTED, Co-Manager

Dated: _____

Recorded: _____

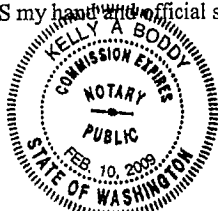
Recording Number: _____

STATE OF WASHINGTON)

COUNTY OF Benton) ss.

On this 28 day of April, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID W. WILSON, to me known to be a Co-Manager of DBCL, L.L.C., the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Kelly A. Boddy
Notary Public in and for the State of Washington
residing at Pasco
Kelly A. Boddy
NAME OF NOTARY PUBLIC (TYPE OR PRINT)
My Appointment Expires: 2.10.09

STATE OF WASHINGTON)

COUNTY OF Benton) ss.

On this 22 day of April, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared H. W. FELSTED, to me known to be a Co-Manager of DBCL, L.L.C., the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Kelly A. Boddy
Notary Public in and for the State of Washington
residing at Lasco
Kelly A. Boddy
NAME OF NOTARY PUBLIC (TYPE OR PRINT)
My Appointment Expires: 2-10-09