

AFTER RECORDING RETURN TO:

Roger Gray & Associates  
27 N Morain Street  
Kennewick, WA 99336

BENTON FRANKLIN TITLE CO.

*BTMO*

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**Amendment To  
Declaration of Covenants, Conditions and Restrictions for  
Union West No. 2 – Phase 3-B  
AF#2002-016765, dated 4/30/2002**

*Roger F. Gray and Sharon K. Gray*

This amendment is executed this 22nd day of August, 2007, by the undersigned as Declarant for that Declaration of Covenants, Conditions and Restrictions for Union West No. 2 – Phase 3-B dated the 30<sup>th</sup> day of April 2002.

The following additions to the covenants apply to:

- Lot 4, Block 1, Union West No. 2, Phase 3-B, Parcel # 1 0989 411 0001 004
- Lot 5, Block 1, Union West No. 2, Phase 3-B, Parcel # 1 0989 411 0001 005
- Lot 6, Block 1, Union West No. 2, Phase 3-B, Parcel # 1 0989 411 0001 006
- Lot 11, Block 1, Union West No. 2, Phase 3-B, Parcel # 1 0989 411 0001 011
- Lot 12, Block 1, Union West No. 2, Phase 3-B, Parcel # 1 0989 411 0001 012
- Lot 13, Block 1, Union West No. 2, Phase 3-B, Parcel # 1 0989 411 0001 013

**The following requirements and restrictions are hereby adopted:**

Prior to application for City permits, written approval from the Architectural Review Committee shall be obtained for site, elevations and floor plans. Failure to follow this sequence shall be deemed a violation and subject to the enforcement provisions contained herein.

Lot owners are responsible for their and their contractor's actions during construction for dust control, litter control, material storage and security and construction debris, including off-site concrete dumping and washing. Failure to comply with the above shall be deemed a violation of this declaration and subject to penalties contained herein.

**The Architectural Review Committee setback requirements exceed present City codes.**

<b>Front Yard Setback</b> <i>Front yard to be defined by main entry door which defines the street address.</i>	20 feet or more (Increased for lots over 100 feet deep)
<b>Side Yard Setback</b> <i>Minor exceptions to the side yard setbacks may be allowed with Architectural Review Committee approval.</i>	A total for both sides of 15 feet, with one side at least 5 feet. 20 feet or more from a public street
<b>Backyard</b>	20 feet or more

Fencing over 36 inches is not allowed within 20 feet of a public street side property line. In the event a lot is bordered on three sides by a public street, one fencing setback may be 15' with ARC approval.

**Enforcement**

If a homeowner is found to be in violation of any covenant, condition, restriction, or architectural review committee requirements or procedure, the non complying homeowner will receive a written notice via registered mail from the Declarant or Homeowner's Association, giving the homeowner 10 calendar days to correct or cure the described violation. If the violation has not been cleared during the 10 day grace period, the homeowner will receive a second written notice via registered mail. Beginning the day after receipt of the second notice, a \$50.00 per day penalty assessment per violation, or such amount as determined by the Homeowner's Association Board of Directors, will commence until violation is corrected, Declarant or Homeowner's Association has accepted the correction, and all penalties, clerical and notification costs have been paid.

In the event said violation is not remedied within the 10 day grace period, the homeowner consents to and authorizes the filing of a consensual penalty assessment lien, with accruing penalties on the homeowner's property, with full rights of lien enforcement until violation is cured and total amount of penalty, including all legal, recording, clerical and notification costs are paid in full to Declarant or Homeowner's Association.

**Irrigation**

In the event an irrigation violation occurs and is not remedied within the 10 day grace period, the homeowner consents to and authorizes the filing of a consensual penalty assessment lien, with accruing \$50.00 per day penalty assessment per violation, or such amount as determined by the Homeowner's Association Board of Directors, with full rights of lien enforcement until violation is cured and total amount of penalty, including all legal, recording, clerical and notification costs are paid in full to Declarant or Union Street Development Co., Inc., and/or assigns.

Union Street Development Co., Inc., Declarant, Homeowner's Association or assigns reserves the right and the homeowner consents to and authorizes the Declarant or Homeowner's Association to place a consensual penalty assessment lien on the homeowner's property for non-payment of assessed irrigation fees, late charges, including reimbursement of any and all attorney fees and court costs.

**Homeowners Dues**

Declarant, Homeowner's Association or assigns reserves the right and the homeowner consents to and authorized the Declarant or Homeowner's Association to place a consensual penalty assessment lien on the homeowner's property for non-payment of Homeowners Association dues, late charges, including reimbursement of any and all attorney fees and court costs.

IN WITNESS WHEREOF, the undersigned Declarant has executed the within Declaration the day and year first above written.

DECLARANT:

UNION WEST NO. 2 - PHASE 3-B  
ROGER F. AND SHARON K. GRAY

Roger F. Gray  
Roger F. Gray

Sharon K. Gray  
Sharon K. Gray

State of Washington  
County of Benton

Before me personally appeared ROGER F. GRAY and SHARON K. GRAY, to me known to be the individuals who executed the foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated September 5, 2007

Signature of Notary Public Wendy R. Stovall

Title Notary - Wendy R. Stovall

My appointment expires 7-29-2009

WENDY R. STOVALL  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
JULY 29, 2009