



WHEN RECORDED RETURN TO:

ROGER F. GRAY

27 N. MORAIN

KENNEWICK, WA 99336

BENTON FRANKLIN TITLE CO.

93152 GBLWS

53

DOCUMENT TITLE(S):

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR UNION PARK-SHORT PLAT #2836

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

93152

GRANTOR:

ROGER F. GRAY

GRANTEE:

ROGER F. GRAY

ABBREVIATED LEGAL DESCRIPTION:

LOTS 7-8, SHORT PLAT 2836

TAX PARCEL NUMBER(S):

1-0989-401-2836-007, 1-0989-401-2836-008

AFTER RECORDING RETURN TO:

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

**Declaration of Covenants, Conditions, and Restrictions for
Union Park – Short Plat #2836
AF#2004-036595**

This declaration (this "Declaration") is executed this 16th day of January, 2009, by the undersigned hereinafter referred to as Owner and Declarant. Declarant is the owner in fee simple of that certain real property situated in the City of Kennewick, County of Benton, State of Washington, designated as "Union Park – Short Plat #2836" a recorded plat, consisting of eight (8) commercially zoned lots legally described in Exhibit A, attached.

I. Definitions

1.1 Lot. The term "Lot" shall mean each separate parcel of land contained in Union Park held by any record Owner(s). All references to a "Lot" or "Lots" or any individual numbered Lot shall mean the Lots depicted and shown as such in Exhibit A.

1.2 Owner. The term "Owner" shall mean the person(s) or business entity(s) who from time-to-time are the record owner(s) of the fee title to all or any portion of Union Park or Lots therein.

1.3 Union Park. The term "Union Park" shall mean the land described in Exhibit A hereto, consisting of eight (8) commercially zoned Lots situated in the City of Kennewick, County of Benton, State of Washington, designated as "Union Park – Short Plat #2836", and shall also include all buildings and improvements now or hereafter situated thereon.

II. Rights and Authority of Declarant

2.1 Each and every covenant, condition, and restriction contained herein shall be considered an independent and separate covenant and agreement and in the event any one or

more of such covenants, conditions, or restrictions shall for any reason be held to be invalid or unenforceable, all of the remaining covenants, conditions, and restrictions shall nevertheless remain in full force and effect.

2.2 Violations of these covenants conditions, or restrictions by any of the parties, their heirs, successors, or assigns shall be prosecuted and said violators shall be required to cease violation, pay penalties, pay damages, pay all attorney fees and costs, and refrain from any future violation.

2.3 Declarant hereby declares that Union Park herein described is now held and in the future shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved, subject to the following covenants, conditions, and restrictions all of which are declared and agreed to be an enhancement for the improvement, sale, ultimate use, and resale of said designated property. Hence, the purpose of these covenants, conditions, and restrictions shall be construed to enhance and protect value, desirability, and attractiveness of Union Park and every part thereof.

2.4 In additions to all limitations and easements, as recorded, all covenants, conditions, and restrictions shall run with Union Park and shall be binding upon all parties having or in the future acquiring any right, title, or interest in Union Park or any part thereof, and shall be for the benefit of each owner of all or any portion of Union Park or any interest therein and shall inure to the benefit of and be binding upon each successor in interest. Unless authorized herein, Declarant shall not have the right to waive any conditions of these covenants, unless agreed upon by 75% of the Owners at the time of the waiver request. The failure of an Owner to secure Architectural Review Committee (the "Committee") approval will be deemed a violation. Any construction activity without such approval may be enjoined without posting a bond, and damages, including attorney fees and costs, may be assessed and recovered for such violation.

III. Conditions

3.1 In conformance with the Design and Landscape Requirements, each Owner shall maintain the landscaping on the Lot in a neat and regularly maintained condition, including watering, fertilizing, removal of weeds and leaves, and trimming and mowing of vegetation.

3.2 Where allowed by the City, all hedges over three (3) feet high shall be approved in writing by the Committee. Hedge height shall be limited to ten (10) feet.

3.3 All signage shall be subject to prior approval of the Declarant or its heirs, successor or assigns. All signage shall conform to City Commercial Signage Codes and Corresponding Ordinances, with Declarant, its heirs, successor or assigns, reserving the right to alter sign size and height; however, no portable signs, such as sandwich boards, or free standing pole signs will be allowed without the prior consent of Declarant, its heirs, successor or assigns.

3.4 An Owner shall be entitled to rent a unit, or portion thereof, situated on a Lot, provided that the Owner shall be responsible at all times for the tenant's or lessee's compliance with all of the provisions of this Declaration. Each tenant or lessee shall be provided with a copy of this Declaration, and any amendments thereto, by the Owner prior to renting or leasing.

3.5 Any exterior storage and loading ramps/docks must be screened from public view by wall, fence, hedge, or other appropriate screening device, and approved in writing by the Committee. All storage sheds or outbuildings must be approved by the Committee.

3.6 Each Owner shall maintain their property in such a manner as to comply with all applicable health and safety laws, rules, and regulations.

3.7 In the event of any damage to or destruction of any building on a Lot, the Owner of the Lot upon which such building is located shall, with due diligence, either: a) restore or replace such building in good workmanlike manner; or, b) raze and remove such building and debris resulting from the damage or destruction, and otherwise clear and restore the building area affected by such damage or destruction to a level and clean condition consistent with maintaining Union Park as a first-class mixed use development. If the Owner of the property on which the aforementioned damage or destruction has occurred has, through leases, delegated its obligations to rebuild or restore, said Owner shall be given adequate time to enforce as to said tenant or tenants their obligations to repair, restore, or raze the damaged or destroyed building.

3.8 Owners shall have the duty and responsibility of maintenance and repair of buildings on their property at their sole cost and expense. This duty shall include repairing of exterior damage and repainting of painted surfaces as needed and maintenance of exterior building surfaces in a clean, neat, and orderly manner.

IV. Restrictions

4.1 No mobile, modular, manufactured, or preassembled structure shall be erected, placed, or allowed to remain upon any Lot. Temporary construction trailers, trucks, offices, portable toilets, and structures are allowed during the construction process; however; the location must be approved in writing by the Committee.

4.2 No animals, reptiles, livestock, pigs, goats, or poultry of any kind shall be raised, bred, or kept on the exterior of any Lot, except that dogs, cats, birds, or other pets may be kept inside. All certified service dogs are allowed on the premises. No such animals shall be permitted outside of the Lot of the Owner of said animal unless said animal is under the control of a responsible person by means of a leash or other reasonable restraint.

4.3 No Lot shall be used, or allowed to be used, or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in covered sanitary containers. All incinerators, trash containers, or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition in a location so as not to be visible from the street or neighboring property, except as required for collection.

4.4 No noxious or harmful activity or condition shall be carried on or allowed to exist upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to Union Park. Without limiting any of the foregoing, no exterior horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on a Lot. No Owner shall permit anything or any condition to exist upon

his Lot or structure which shall contain, breed or harbor rodents, infectious plant diseases or noxious insects.

4.5 The following are prohibited uses of the property: a) warehousing, b) assembling, manufacturing, distilling, refining, smelting, agriculture, or mining operations; c) selling or exhibiting pornographic materials, or a massage parlor, or the sale, rental, or display of "adult" materials, including without limitation, magazines, books, movies, videos, and photographs; d) children's playground, play area, or recreational center, other than in connection with a restaurant; e) flea market or business selling "second-hand" goods; f) so-called "head shops"; g) video or other type of game room or arcade; and, h) other businesses deemed at the sole discretion of Declarant to be inconsistent with the intended environment of Union Park.

4.6 No exterior newspaper tubes, deposit boxes, etc. shall be allowed on any Lot unless attached to a structure or screened from public view. This restriction shall not apply to automated teller machines, drive-up banking lanes, and night deposit boxes.

V. Exclusive Use Restriction

5.1 No part of Union Park, other than Lots 7 and 8, shall be used for any State or Federal chartered credit union. In addition, no other financial institutions of any type, including a State or Federal chartered credit union, shall be allowed to exist on Lots 5 and 6 of Union Park; however, non-state or non-federally chartered credit unions or other financial institutions will be allowed on Lots 1, 2, 3 and 4. The above use restrictions shall include the operation of a bank or credit union or any banking activities on Lots 5 and 6. The term "financial institution" shall include solicitation, receipt, or acceptance of money or its equivalent on deposit as a regular business or the operation of a check cashing or payday lending business, including mortgage lending or mortgage related services. The exclusive use restrictions regarding a State or Federal chartered credit union shall commence upon execution of this Declaration and shall expire when, after construction and commencement of the operation of a credit union on Lots 7 and 8, such Lots are no longer used for the operation of a State or Federal chartered credit union.

VI. Architectural Review Committee

6.1 No structure or appurtenance thereto shall be constructed, placed, altered, or permitted to remain on any property subject to this Declaration until plans have been submitted to and approved in advance by the Committee. All submittals shall first meet and conform to the City zoning and ordinance requirements. The Committee has adopted Design and Landscape Requirements for Union Park pertaining to architectural design, placement of buildings, landscaping, driveways and walkways, color schemes, exterior finishes, products and materials, and similar features which shall be used for all improvements in Union Park; provided, however, such Requirements shall not be in derogation of the minimum standards required by this Declaration. Said Design and Landscape Requirements are available for inspection at the Committee's place of business at 27 North Morain Street, Kennewick, WA 99336, or other such address as designated by the Declarant, Declarant's heirs, or Committee member. Alterations or repairs that do not substantially change the external appearance or existing use thereof shall not require the prior written approval of the Committee.

6.2 Committee approval may be based upon, but not be limited to, the adequacy of lot dimensions, storm drain considerations, adequacy of structural design, adequacy of external design and reasonable appearances, consistency with the Union Park Design and Landscape Requirements, City of Kennewick commercial design standards, proposed use, relation of topography, grade, and finished ground elevation, and conformity to this Declaration.

6.3 The Committee shall operate with the best interests of the Declarant and Owners in mind. Approval or disapproval of plans shall be provided to owners in writing. Within thirty (30) days after a request for approval, the Committee shall notify, in writing, the party making such request of any objections thereto (such objections to be specifically stated) and such party may within fifteen (15) days thereafter resubmit its request for approval rectifying any such objections to the appropriate Owner(s). The Committee shall then have an additional fifteen (15) days after receipt of such revisions to approve or disapprove the same. Failure to give any written notice of approval or disapproval within the periods provided for above shall constitute approval thereof by the Committee; unless, all affected parties have received notice of an extension of up to an additional thirty (30) days. Consent or approvals requested hereunder shall not be unreasonably withheld or denied.

6.4 Construction shall be in accordance with the approved plans. Any material modification to the plans during construction shall be approved in advance before the modification is started.

6.5 Declarant is the Committee until such time as the Declarant, or his heirs, no longer owns any interest in any Lot within Union Park, or otherwise delegates its responsibilities. In that event, the Committee shall be made up of three (3) current owners of a Lot within Union Park, as established by a majority vote of such owners, except that the owner of Lots 7 and 8 shall automatically be one of the three members of the Committee.

6.6 Members of the Committee shall receive no compensation for services rendered, other than reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder. Each Owner shall be obligated for a proportionate share of such expenses incurred by the Committee (the "Committee Expenses"). The obligation of each Owner for Committee Expenses shall be determined by multiplying the total expenses by a fraction, the numerator of which is the total square footage of the individual Lot, and the denominator of which is the total square footage of Union Park. The Committee shall be solely responsible for calculating and apportioning Committee Expenses between the Owners.

6.7 If any part of any Committee Expense billed to an Owner by the Committee is not paid and received by the Committee or its designated agent within ten (10) days after the Owner's receipt of a written request from the Committee for payment of the applicable expense, an automatic late charge equal to ten percent (10%) of the charge (but not less than ten dollars (\$10.00)) shall be added to and collected with the charge. Additionally, if any part of any Committee Expense is not paid by the Owner and received by the Committee or its designated agent within thirty (30) days after the Owner's receipt of the Committee's written request for payment of the applicable Committee Expense, the total unpaid amount of Committee Expenses (including the late charge) shall thereafter bear interest at the rate of twelve percent (12%) per annum until paid. Each unpaid Committee Expense billing shall constitute a lien on each respective Lot (a "Cost Lien"), prior and superior to all other liens recorded subsequent to the recordation of the Cost Lien, except (1) all taxes, bonds, assessments, and other levies which, by

law, would be superior thereto; and (2) labor or materialmen's liens arising under Washington Law (timely and duly filed) if the legal effective date is prior to the recording of the Cost Lien. Such lien, when delinquent, may be enforced by sale by the Committee or its attorney, after failure of the Owner to pay such Committee Expense, in accordance with the provisions of Washington law applicable to the exercise of powers of sale in deeds of trust (with the Committee having the right and authority to appoint an independent trustee), or by judicial foreclosure as a mortgage, or in any other manner permitted by law. The Committee or any other Owner shall have the power to bid for the Lot at the foreclosure sale, and to acquire and hold, lease, encumber, and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting Owner as allowed by law. Suit to recover a money judgment for unpaid Committee Expenses interest, costs, penalties, and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

6.8 If the City planning process allows, the Committee must approve all proposed site plans and elevations before construction plans are drawn and City permits are sought. No construction may commence until written Committee approval with required conditions is received by the Owner, and such approval shall not be unreasonably delayed. Exterior colors, materials, landscaping, and fencing choices may be submitted at a later date, prior to installation.

6.9 The following requirements and restrictions are hereby adopted:

- a) Written approval from the Committee shall be obtained prior to application for City permits. Submittals shall include the following:
 - (i) SITE PLANS WITH EASEMENTS, AND PROPOSED SET-BACKS MEETING CITY REQUIREMENTS, ALL ELEVATIONS, FLOOR PLANS, EXTERIOR PRODUCTS AND COLORS for all structures and outbuildings, driveways meeting City requirements, and walkways shall be submitted to the Committee. Said plans must be signed by the Committee showing approval. Owners shall also submit proposed finished floor elevations for review. Failure to follow this procedure shall be deemed a violation and subject to the enforcement provisions contained herein.
 - (ii) LANDSCAPING PLANS AND SPECIFICATIONS including fences, walls, and timed underground sprinklers, must be signed and approved by the Committee.
- b) 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.
- c) All improvements on a Lot shall be maintained by the Owner in good condition and repair. Any damage to utilities, property pins, and irrigation valves and risers during construction shall be repaired at the expense of the owner. Unless prior arrangements have been made in writing with the Committee, and written

permission from the Owner is obtained, access to the construction site across adjacent properties is strictly prohibited.

- d) All structures erected or placed on Union Park shall be completed and have final City building inspection approval as evidenced by a Certificate of Occupancy within eighteen (18) months of commencement of construction. Failure to meet this deadline shall be deemed a violation of this Declaration. Declarant may unilaterally extend this deadline.
- e) No building, exterior finishing, exterior building color, fence, wall, patio, roof, storage facility, or other improvement visible from the street(s) shall be altered, modified, or changed prior to receiving written approval of the Committee.
- f) FENCES: No fence, wall, or other dividing or sight-obscuring barrier shall be erected or maintained on any lot unless first approved by the Committee. Fences shall not exceed eight (8) feet in height. Requirements include:
 - (i) the use of wood, masonry, wrought iron, coated metal, vinyl, composite, and stone material, with chain link fencing strongly discouraged;
 - (ii) in most cases fencing shall project the decorative side toward the view from the street; and,
 - (iii) all fences must be built to City requirements, with required building permits.
- g) ACCESSORY BUILDINGS. Unless otherwise approved by the Committee, accessory buildings shall have conforming architectural design, materials, features and scale relationships similar to the main structure. Metal storage buildings are allowed only in sight-obscured areas. In all cases, the Committee must approve all accessory buildings and their siting. Setbacks for detached accessory buildings may vary with the size of the building.
- h) No exterior or above ground antennas, lines, wires, discs, TV dishes, or other devices for the communication or transmission of electric current or power, including telephone, television, or radio signals shall be constructed, placed, or maintained anywhere in or upon any lot or structure (if visible from public view) without the prior written approval of Committee. However, security system components and cameras are acceptable.
- i) No solar panels or devices shall be constructed on any structure within public view without the prior written approval of Committee.

VII. Liability

7.1 Declarant, its successors, heirs, or assigns, and the members of the Committee acting in their respective capacities under the terms of this Declaration shall not be liable in damages to anyone for any action or failure to act under this Declaration, or to any Owner, occupant, or any other person by reason of mistake in judgment, negligence, or nonfeasance arising out of or in

connection with any action or failure to act under this Declaration. Every Owner or occupant may bring an action or suit under this Declaration against Declarant for injunctive relief, but may not bring action or suit against Declarant or the Committee to recover damages or for any form of equitable relief other than injunctive relief.

VIII. Enforcement

8.1 Right to Enforce. All the powers necessary for carrying out the above purposes are hereby granted to the Owner(s) and lessees of the Owner(s), if any. Declarant intends, by recording this Declaration, to subject Union Park and all buildings and improvements now or hereafter located thereon to the provisions of this Declaration and to impose upon Union Park mutually beneficial covenants, restrictions and easements for the benefit of the Owner of all current or future interests in Union Park or any Lots therein.

8.2 Conflicts/Waiver. In the event of a conflict between this Declaration and the applicable rules and regulations of the City of Kennewick, the County of Benton, the State of Washington, or other governmental entity, the more restrictive requirement shall apply. Failure to discover or lack of enforcement of any of the terms of these covenants, conditions, or restrictions shall not constitute a waiver of future enforceability of any of these covenants, conditions, or restrictions.

8.3 Violation. In the event of any violation or threatened violation of any term, covenant or provision of this Declaration, any person entitled to enforce this Declaration shall, in addition to all other remedies available at law or in equity, and shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

8.4 Attorney Fees. If any suit is brought or legal action is taken for the enforcement of any provision of this Declaration or as the result of any alleged breach thereof or for a declaration of any right or duty hereunder, the party or parties who substantially prevail in such suit or legal action shall be entitled to collect reasonable attorneys' fees from the party or parties who do not substantially prevail, and any judgment or decree rendered shall include an award thereof.

8.5 Remedies. The specific remedies to which any person entitled to enforce this Declaration may resort, under the terms of this Declaration, are cumulative and are not intended to be exclusive of any other remedies or means of redress to which any person entitled to enforce this Declaration may be lawfully entitled in case of any breach or threatened breach of any provision of this Declaration. Failure to insist in any one or more cases upon the strict performance of any of the provisions of this Declaration, or to exercise any remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant or remedy.

8.6 Venue/Jurisdiction/Damages. Any suit, in law or equity, instituted under the terms of this Declaration shall be brought in the Superior Court of the State of Washington in and for Benton County, which Court shall have exclusive venue for all actions under this Declaration. Any judgment rendered in any such action shall include in addition to injunctive relief (without the posting of a bond), damages, together with interest thereon at 12% per annum from date due, costs of collection, court costs, and reasonable attorney's fees in such amount as the court may adjudge against the delinquent owner

8.7 Invalidation of Lien. A breach or violation of any of the covenants, conditions, or restrictions of this Declaration will not defeat or render invalid the lien of any first mortgage or first deed of trust, made in good faith and for value, but such covenant, condition, or restriction will be binding on and effective against anyone whose title to the property or any portion of such is acquired by foreclosure, trustee's sale, or otherwise.

IX. Miscellaneous

9.1 Notices. Where this Declaration requires or permits written notice to be given, such notice shall be given by a letter deposited in the United States mail, certified or registered, return receipt requested and shall be deemed received on the date shown on the return receipt, or three (3) days from the date of mailing, whichever is sooner. The address for giving such notice shall be the address of the Owner's Lot or the address where Benton County tax assessments are mailed, where the person receiving the notice is a Lot Owner, unless such Owner has duly submitted to the Declarant or its assigns a written notice of a different address.

X. Shared Driveway Easements

10.2 Shared Driveway Easements. Owners may execute separate legal documents between themselves governing the granting, operation, and maintenance of shared driveways. Declarant and Committee shall not be an implied party to any such agreements and Owners shall indemnify and hold harmless Declarant and Committee from any actions arising from shared driveway easements within the property covered by this Declaration.

10.3 Covenants Run with the Land/Duration. Each of the covenants, restrictions, and provisions contained in this Declaration (whether affirmative or negative in nature) shall run with the land and be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date of recording thereof, after which time said Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument terminating said Declaration and signed by the then Owners of a 75% majority of the lots, with voting rights apportioned upon square footage owned, in Union Park has been recorded prior to the beginning of the respective ten (10) year period.

10.4 Amendments/Modification. Amendments, modifications, extensions or terminations of this Declaration may be made in writing with consent of all the then Owner(s); provided, however, that no amendment, modifications, termination, or extension to this Declaration shall be effective unless a written instrument setting forth the terms thereof has been executed as herein provided, acknowledge, and recorded in the offices of the Auditor of Benton County, State of Washington.

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

DECLARANT:

UNION PARK – Short Plat 2836, Lots 1 - 8

Roger F. Gray
By Roger F. Gray, Declarant

OWNER:

UNION PARK– Short Plat 2836, Lots 1 - 8

Roger F. Gray
By Roger F. Gray, Owner

State of Washington
County of Benton

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

Dated January 16, 2009
Signature of Notary Public Wendy R. Stovall
Title Wendy R. Stovall P - Notary
My appointment expires 7-29-2009

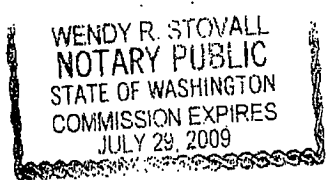


Exhibit A

SHORT PLAT NO. 2036
 PREPARED UNDER CITY OF KENNEWICK
 SHORT PLAT ORDINANCE NO.1545
 A PORTION OF SE 1/4 OF SECTION 9,
 TOWNSHIP 8 NORTH, RANGE 29 EAST, W.M.
 CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON

