

VILLAGE AT SUN WILLOWS

KNOWN ALL MEN BY THESE PRESENT, that the City of Pasco, a municipal corporation of the State of Washington (hereinafter referred to as “Declarant”), is the owner/developer of the real property legally described on Exhibit “A: attached hereto and incorporated herein.

It is the intent and purpose that this Declaration of Protective Covenants and Restrictions shall apply to the above referenced real property (hereinafter referred to as “The Village, Phase I” or the “Project”), upon recording hereof, and that additional property may be annexed to and placed under the effect of these Protective Covenants and Restrictions by the Declarant upon recording a Declaration of Annexation to that effect.

At such time, if any, that said additional property is properly annexed, that additional property shall also be known as The Village, but may have a different Phase Number, and these Protective Covenants and Restrictions shall then apply equally to said annexed property as though originally a part hereof, but these Protective Covenants and Restrictions shall have no affect on said additional property until and unless a Declaration of Annexation is recorded subsequent hereto.

DECLARATION

The Declarant hereby declares and imposes the following protective covenants on the real property known as The Village, Phase I described above, and the uses to which said property may be put, said declaration constituting covenants that run with all of said land and are binding upon all persons now or hereafter owning or claiming or having any interest in said land and being for the benefit of, and as limitations upon, all present and future owners of said property, this Declaration of Covenants and Restrictions, being for the purpose of keeping said property desirable, uniform and suitable for the uses and purposes indicated herein.

Each purchaser from the Declarant shall receive fee or equitable title to an individual lot (with the right and obligation to construct a dwelling thereon) and a membership in The Village at Sun Willows Homeowners’ Association, which shall have certain ownership, administrative and maintenance responsibilities concerning The Village along with the right to assess individual lots for the cost of operation and maintenance in the carrying out of those responsibilities.

The Declarant hereby declares that the property subject hereto shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, and covenants all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project. All of the covenants shall run with the land and shall be perpetually binding upon all of the parties, their successors in interest and assigns.

The Declarant desires to provide for the means to enforce rights, reservations, easements, liens and charges and for necessary maintenance and for the delegation of the right to establish present and future building restrictions, future use, responsibilities, rights and obligations through a community organization consisting of a non-profit community corporation that includes as members, all persons who own or purchase any parcel of land subject to this Declaration. The corporation shall be known as The Village at Sun Willows Homeowners' Association (hereafter called "Association") and shall be filed as a non-profit corporation with the Secretary of State in the State of Washington according to the statutes pertaining to non-profit corporations.

Section A. Common Property. Certain areas within the project will be designated as private roads, entryways, project borders with fencing, open space, and a main entryway boulevard with improvements, all of which are hereby defined as common property. Common property shall be noted as such on the plat for the development. All common property shall be owned by the Association by a quit-claim deed that will be filed by the Declarant at such time that each final plat of a Phase has been filed with the Auditor for Franklin County. Each property owner as described or limited hereinafter, by being a member of the Association is hereby granted a permanent non-exclusive easement over all common property as defined above in this Phase and any subsequent, Phase(s) annexed hereto, and each member shall be maintaining, repairing, and improving the common property. Such obligation shall be a lien on each lot if unpaid on the due date established by the Association, and shall be foreclosable in the same manner in which a mortgage lien is foreclosed under the laws of the State of Washington.

Section B. Creation of a Lien and Personal Obligation for Unpaid Assessments. Each owner of any lot by acceptance of a deed or contract therefore, whether or not it should be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association: (1) All regular assessments or charges, and (2) special assessments or charges, interest and late payment penalties duly established and authorized by and according to the By-Laws of said Association. Any regular and special assessments, together with interest thereon and late payment penalties, costs and actual attorney's fee, together with all attendant costs and charges heretofore mentioned, shall also be the personal obligation of the person who was the owner of such lot at the time the assessment fell due. No owner of a lot may exempt himself from liability for this contribution toward the common expenses by waiver, either express or implied, of the use or enjoyment of any part of the project or by the abandonment of his lot or by the refusal to accept the benefit flowing from the assessment(s). The undersigned further authorizes and each lot owner by acceptance of a deed or contract therefore does hereby authorize, the Association to enforce the collection and recovery of all assessments in the same manner that any common debt may be collected under the laws of the State of Washington, and may enforce a lien of such assessment in the same manner and by foreclosure as a mortgage is enforced under the laws of the State of Washington.

Section C. Water and Sewer System and Street Lighting. The project shall be serviced by sewer lines connected to the sewer system of the City of Pasco and

use thereof shall be subject to the requirements of the Pasco Municipal Code. All owners are required to install a yard light, of a style and design approved by the declarant, at the time of construction. If the owner fails to do so, the declarant will install a yard light and bill the lot owner for the cost thereof. Maintenance of the yard light is the responsibility of the lot owner.

Section D. Responsibility For Assessments. Each lot shall bear a proportionate share based on the total number of lots, of each regular and special assessment.

Section E. Use Restrictions.

1) Use of Lots. No dwelling unit shall be owned and used except for residential purposes by the owners, their tenants, and social guests; and no trade, business, profession, commercial or manufacturing enterprise or activity (other than home occupations if permitted by the City of Pasco) shall be conducted therein. As used in this paragraph the term "home occupation" shall mean only one occupation, profession or craft, carried on within a dwelling by the owner, which activity does not change the residential character of the dwelling, is conducted in such a manner as not to create any outward appearance of a business in the ordinary meaning of the term, and in addition, shall comply with all other City of Pasco Ordinances that are applicable.

Provided, however, nothing in this section shall prevent the Declarant from using a residence within the development to conduct business and sell lots and or homes on a temporary basis only.

2) Nuisances. No noxious, illegal or offensive activities shall be carried on in or on any lot or dwelling, or in any part of the subject property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the owners of his/her respective lot, or which shall in any way increase any rate of insurance for any owner within the project, or cause any insurance policy to be cancelled or to cause a refusal to renew the same or otherwise conflict with the spirit of this Declaration in establishing a peaceful, residential community within the project.

3) Vehicle and Equipment Restrictions. No travel trailer, camper, motor home, recreational vehicle, boat, boat trailer, utility trailer, commercial vehicle, bus, truck or similar vehicle shall be permitted on any part of the subject property except in areas designated for parking and storage of such vehicles and/or in an enclosed attached garage. No inoperable automobile, and no vehicle which is in an extreme state of disrepair, shall be permitted to remain upon any lot, private street or portion of the common area within the property, other than temporarily for emergency repairs, unless placed or maintained within an enclosed garage. Commercial vehicles shall not include sedans, service vans or standard size pickup trucks which are used for both business or personal use, provided such vehicles are not modified with racks or other items and provided that any signs or markings of a commercial nature on such vehicles are

unobtrusive and inoffensive as determined by the Board of Directors of the Association. No noisy or smokey vehicle shall be operated on the property. No off road, unlicensed motor vehicle shall be maintained or operated upon any of the property or project, except private golf carts owned by Association members and maintenance vehicles as reasonably necessary for the execution of and the rights and duties of the Declarant or the Association under this Declaration. No goods, equipment, materials, supplies or vehicles used in connection with any trade, service, or business wherever conducted, shall be kept parked, stored, dismantled, or repaired outdoors on any lot, or any private street or common area within the project.

No vehicles may be kept or parked overnight on any of the private streets within the project.

4) Signs. No signs, except those used by the Declarant or its agent(s), shall be displayed to the public view on any lots or on any portion of the Project except such signs as are approved by the Association. "For Sale" or "For Rent" signs shall be allowed provided they do not exceed five (5) square feet in size. The Declarant, or its designated agent(s) may place temporary marketing promotional signs on the property in the project during the marketing phases.

5) Animal Restriction. No insects, reptiles, poultry or animals of any kind shall be raised, bred or kept in or on any dwelling unit or lot, including any common area of the subdivision except that small dogs, cats, or usual household pets, not exceeding two (2) in number; may be kept provided that those animals must be "inside" type pets, normally confined to the interiors of the dwelling units. There shall not be any dog houses, kennels, dog runs or the like kept on any lot or the outside of any dwelling units and all such pets, when outside a dwelling unit, shall be maintained on an adequate leash or other means of physically controlling said animal, by a person capable of controlling that pet at all times or by suitable non-visible electronic confinement not dangerous to humans. Pets shall not be walked or run on any part of the Golf course and pets shall not be allowed to leave remains on any other lot, common areas or the Golf Course. Any lot or dwelling owner shall be absolutely liable to each and all remaining lot or dwelling owners, their families, guests, and invitees for any unreasonable noise, or damage to the person or property caused by any animals brought or kept upon that owners lot or dwelling by the owner, his family, tenants or his guests.

6) Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the property at each owner's expense, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be located behind the front yard setback in a sight screened enclosure so as not to be visible from the street or adjoining property, except on collection day containers may be permitted in the front yard for not more than 12 hours. No wood piles, storage piles, equipment or other materials shall be stored or located outside on any lot.

7) Right to Lease. Except for a dwelling in possession of a lender following a default in a first mortgage, a foreclosure proceeding, or any deed or other

arrangement in lieu of foreclosure, the respective dwellings shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days, or (b) any rental if the occupants of the dwelling are provided customary hotel service such as room service for food and beverage, maid service, furnishing laundry and/or linen, and bellboy service. Subject to the foregoing restrictions, the owners of the respective lots and homes shall have the absolute right to rent the dwelling (but not less than an entire dwelling) provided that the rental agreement is made subject to the covenants, conditions, restrictions, and limitations of uses contained in this Declaration and the By-Laws, and any published and promulgated rules and regulations adopted by the Association. Any failure on the part of any tenant to comply with these covenants or with the By-Laws and promulgated rules of the Association shall constitute a default under the terms of such rental agreement.

8) Landscaping. At the time construction of the exterior of each residence is completed, the side, back and front yards of each residence shall be landscaped by the Declarant in substantial conformity with those homes already built and landscaped. Maintenance of all landscaping shall be the responsibility of each owner and if not adequately maintained, the Association may, after thirty (30) days written notice, hire it done and establish a special assessment against that owner and his property for the actual cost thereof.

Section F. Construction Restrictions.

1) Alteration and/or Improvements to Property. With the exception of work carried out to further the completion of the project, no building, fence, wall, obstruction, balcony, painting, screen patio, patio cover, tent, awning, carport, carport cover, improvement, structure of any kind, and no site preparation excavation, clearing or other preliminary work shall be commenced upon the property, nor shall any alteration or improvement of any kind be made thereto until the same has been approved in writing by the Committee hereinafter referred to as the "Committee", appointed by the undersigned and/or the Board of Directors of the Association, at such time as that responsibility is transferred to the Association by the Declarant, but not later than the sale of the last lot in the project, including any land or lots annexed to the project.

2) Plans and Approval. Plans and specifications showing the nature, kind, shape, height, color, size, materials and location of such improvements or alterations, shall be submitted to the Declarant, or Committee if this responsibility has been transferred to the Association, for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation, all with reference to the architectural standards set forth in paragraph 4 below. Further, no construction shall be commenced on any lot, until the Declarant or Committee shall have approved in writing, a plot plan showing the final locations of the dwelling or structure on the lot. No permission or approval shall be required to rebuild in accordance with the original plans and specifications, or to rebuild in accordance with plans and specifications previously approved by the Declarant or Committee for that lot. No landscaping of patios or yards

visible from the street or the Golf Course shall be undertaken by any owner until plans and specification showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the Declarant or Committee, as the case may be.

All decisions be the Declarant or Committee, as the case may be, shall be by majority vote, except as otherwise required herein. Neither the Declarant or the Committee, nor any of its members shall be liable to any owner for any decision made by the Declarant or Committee which is made in good faith and in accordance with this Section F.

3) Architectural Control Committee. Once this obligation has been transferred by the Declarant, the number, appointment and term of members of the Committee shall be as provided in the By-Laws of the Association, subject to the following limitations:

1. If a committee is appointed, there shall be not less than three (3) nor more than five (5) members of the Committee.
2. Upon transfer of Architectural control responsibility to the Association, the Board shall have the power to appoint all of the members of the Committee. Committee members appointed by the Board shall be from the membership of the Association.

4) Architectural Standards. It is the intent of this Declaration to avoid a mixture of architecture which would create disharmony of design and appearance as determined by the Declarant or Committee, as the case may be. In furtherance of this objective, and subject to the waiver power of the Declarant or Committee as set forth in paragraph (K) below, the following standards shall apply:

- A. No structure or buildings of any kind shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling for single family occupancy only, with a private attached garage unless approved by the Declarant or Committee. The Declarant or Committee may approve single family or multi family structures having party walls provided densities do not exceed 5,000 square feet per dwelling unit. Notwithstanding the foregoing, and subject to City of Pasco Ordinances, the owner of two adjacent lots may construct his dwelling across the line between his lots, or otherwise without regard for setback requirements pertaining to that line (however, any such combination of lots shall not operate to reduce the owner's rights and obligations with respect to each separate lot as shown on the Subdivision Plat).
- B. All roofs shall be constructed of materials which have first received the approval of the Declarant or Committee and which shall also meet or exceed fire class rating "A" or "B". Any replacements shall be of like

materials or alternate products to be approved by the Declarant or Committee

- C. All exterior colors shall be approved by the Declarant or Committee.
- D. All dwellings shall have enclosed attached garages of at least 20 feet by 21 feet in size with fully improved driveways to the street; provided that said driveways shall be of a hard surface material, such as exposed aggregate or cement concrete.
- E. The design and placement of mail boxes, newspaper receptacles and street address labeling shall be apart of an in aesthetic harmony with the landscape and construction plans submitted and approved under this Section F.
- F. No accessory building shall be placed within any yard area of any lot. All garden tools and equipment shall be placed or kept out of view of the public and within the confines of the dwelling structure when not in actual use.
- G. No fence, wall, hedge or mass planting, other than foundation planting, may be placed on any lot except for the express purpose of privacy of windows between dwellings or for privacy on decks or patios, however, nothing in this subparagraph shall prevent the erection of a necessary retaining wall. No wire, cyclone or metal fencing of any kind shall be placed on any lot. All fencing for privacy, (except that by the Declarant initially), shall be of wood materials similar in quality, type and design as that installed by the Declarant, if any, on certain outside portions of the Project and any such fencing shall first be approved by the Declarant or Committee prior to installation.
- H. No radio, citizens band, television or other communication antenna shall be erected upon any lot or dwelling. Provided, however, the Declarant or Committee shall have the authority to approve any such items in the future if new technologies develop and such antenna products that are deemed by the Declarant or Committee to be unobtrusive to the surrounding properties.
- I. All exterior lighting shall be low intensity and shall be limited to landscaping or structural accent lighting except the yard lights required in Section C.
- J. Waiver by Declarant or Committee. Notwithstanding the guidelines set forth in subsection "4" of Section F hereinabove, the Declarant or Committee, as the case may be, shall have the right, by majority vote, to waive any of the architectural standards relating to appraised value, colors,

materials, and type of construction, provided the owner is able to satisfy the Declarant or the Committee that the proposed colors, materials, an/or type of construction are at least equivalent in quality and attractiveness to the above standards and would not otherwise be inconsistent with the overall harmony of design and appearance of the Project.

- K. Any dwelling or other structure erected or placed on any lot by other than the Declarant, its replacement, or its agent shall be completed as to external appearance, including finished painting and front, back and side yard landscaping pursuant to substantial plans and specifications, all within six (6) months from the date of commencement of construction

Section G. Document to be Signed at Closing Regarding Golf Course Rules and Animal Controls. At or before the time each new purchaser of a lot, or lot and dwelling (new and used), shall close or consummate that transaction, said new purchaser shall execute a sworn statement for the City of Pasco, and containing the following provisions:

1. That the new purchaser(s) has received a copy of the then current rules and regulations of the City of Pasco, concerning use rights, privileges and obligations pertaining to the Sun Willows Golf Course, and that they agree to abide by those rules and regulations; and
2. That the new purchaser(s) have received a copy of these Covenants, Conditions and Restrictions concerning the property they are purchasing and that they have reviewed and understand the provisions contained therein, especially those provisions concerning restrictions on animals outside of dwelling units.

Section H. Notice to Homeowners Concerning Possible Damage from Golf Balls. The purchaser of any home adjacent to or in the vicinity of the Sun Willows Golf Course are hereby put on NOTICE, that owning property adjacent to or near the golf course, golf balls may on occasion enter that owners property simply due to the proximity of the golf course. Each purchaser for themselves, their occupants, family, tenants, invitees and licensees thereby hold the City of Pasco, its officers, employees, agents, leasees, successors in interest, and golf course users, harmless from all damage said golf balls may cause in all cases, except as to a golf course user if there is proof that the golf ball was intentionally directed off of the golf course by the course user. Each purchaser is strongly advised to take sufficient safeguards to minimize any damage that may arise from unintentional intrusion of golf balls.

General Provisions.

(1) Termination of Any Responsibility of Declarant. In the event the undersigned, shall convey all of their remaining right, title and interest in and to the property in the Project to any partnership, individual or individuals, corporation or

corporations, then and in such event, the undersigned shall be relieved of the performance of any further duty or obligation hereunder.

(2) Conflict of Project Documents. If there is any conflict among or between the project documents, including these Declarations and the Articles and By-Laws of the Association, the provisions of this Declaration shall prevail; thereafter, priority shall be given to project documents in the following manner: Subdivision Plat; City of Pasco PUD regulations; Articles; By-Laws and Promulgated Rules and Regulations of the Association.

DATED this 8th day of June, 1990.

EXHIBIT "A"

DECLARATION OF PROTECTIVE COVENANTS FOR THE VILLAGE AT SUN WILLOWS

Portion of northwest quarter, Section 19, T. 9N, R. 30E., W.M.
PASCO, FRANKLIN COUNTY, WASHINGTON

DESCRIPTION

A portion of Government Lots 1 and 2, Section 19, Township 9 North, Range 30 East, W.M., Franklin County, Washington described as follows:

Commencing at the west quarter of said Section 19; thence north 02°03'58" E, along the west line of said Section 19, also being the centerline of North 30th Street, a distance of 895.65 feet; thence south 87°58'02" E a distance of 50.01 feet to the northwest corner of the Red Lion property as shown on survey recorded in Book 1 of surveys, Page 23, under Auditor's File No. 396193, records of Franklin County, Washington; thence south 87°56'02" E, along the north line of said Red Lion property, a distance of 660.21 feet; thence north 55°39'23" E a distance of 158.87 feet to intersect a 170.00 foot radius curve to the right whose long chord bears south 79°28'55" E a distance of 230.28 feet; thence northeasterly along the arc of said curve, through a central angle of 85°15'46" for an arc distance of 252.98 feet to the true point of beginning; thence north 53°08'59" E, radially, for 60.00 feet; thence south 36°51'01" E for 50.16 feet to intersect a 46.00 foot radius non-tangent curve concave to the southwest (the radius point bears south 02°01'21" W); thence southeasterly along the arc of said curb through a central angle of 34°48'59" for an arc distance of 27.95 feet; thence north 83°36'24" E for 168.64 feet; thence north 68°00'01" E for 167.44 feet; thence north 59°12'37" E for 150.00 feet; thence north 68°57'37" E for 340.91 feet; thence north 13°07'06" E for 207.00 feet; thence north 29°44'21" E for 239.55 feet; thence north 26°59'27" E for 140.00 feet; thence south

68°59'04" E for 108.01 feet; thence south 04°59'39" W for 515.01 feet; thence north 85°00'21" W for 123.93 feet; thence south 24°26'14" W for 158.18 feet; thence south 05°06'06" E for 104.31 feet; thence south 70°29'42" W for 415.00 feet; thence south 41°09'07" W for 38.69 feet; thence south 01°33'38" W for 30.00 feet; thence south 74°06'12" W for 115.00 feet to intersect a 165.00 foot radius non-tangent curve concave to the northeast (the radius point bears north 74°08'12" E); thence southeasterly along the arc of said curve, through a central angle of 16°41'14" for an arc distance of 19.26 feet; thence south 67°24'58" W for 30.00 feet; thence south 39°47'53" W for 137.22 feet; thence north 50°12'06" W for 363.90 feet; thence north 39°47'54" E for 20.99 feet to intersect a 46.00 foot radius non-tangent curve concave to the northeast (the radius point bears north 02°26'42" W); thence northwesterly along the arc of said curve, through a central angle of 99°09'15", for an arc distance of 79.61 feet; thence north 36°51'01" W for 51.03 feet to the true point of beginning.

DEDICATION

WE, the City of Pasco, a Municipal Corporation, hereby certify that we are the owners of the tract of land described hereon and that we have caused said land to be surveyed and platted into lots as shown thereon and that the street right of way is hereby dedicated and the utility easements are hereby granted to the use of the public and that said subdivision shall hereafter be designated by the name "The Village At Sun Willows".

Recorded: June 13, 1990

Recording No.: 472408

Re-Recorded to add "EXHIBIT A" on August 6, 1990

Recording No.: 473509