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DECLARATION OF RESERVATIONS, COVENANTS AND RESTRICTIONS

AFFECTING

JUL 15 8 48 AM '91

THE VINEYARD

S. FRED GAGNER
BENTON COUNTY, AUDITOR

(A Planned Area Development Residential Home Subdivision)

THIS DECLARATION, is made on the date hereinafter set forth by WARREN C. ROOT and LUCILLE H. ROOT, husband and wife, hereinafter referred to as "Declarants",

W I T N E S S E T H :

WHEREAS, Declarants are the owners of certain property in Benton County, State of Washington, which is more particularly described as follows:

The Vineyard, according to the plat thereof recorded in Volume 14 of Plats, page 102, records of Benton County, Washington.

Subject to rights reserved in federal patents, state or railroad deeds; building or use restrictions general to the area; zoning regulations; utility easements of record; rights of way or easements shown on the plat or visible by inspection; and any future adjudication of surface water rights by any appropriate federal and/or state proceedings.

Now, therefore, the Declarants hereby declare that all of the property above described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of maintaining and protecting the value and desirability of, and which shall run with, the real property above described and be binding on all parties having any right, title or interest in and to the described property or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to The Vineyard Homeowners Association, a Washington nonprofit corporation, its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the plat and the term shall include contract purchasers, but shall exclude those persons or entities having an interest in said lots as security for the performance of an obligation.

Section 3: "Lot" shall mean and refer to any lot of the plat above described.

Section 4: "Common area" shall mean and refer to all real property and the improvements on or within the above described plat except the following portions thereof:

(a) Lots 1 through 15 as delineated on the face of the plat.

(b) The public street as shown on said plat as "Easy Street".

(c) City of Prosser water lines existing from the city's trunk lines to the fire hydrants situate within said plat.

Section 5: "Limited common area" shall mean and refer to those portions of the common areas which consist of:

(a) The driveways adjacent and leading to each individual residential lot.

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(b) The patios and storage units to be constructed adjacent to the rear of each residence.

Section 6: "Common maintenance property" consists of the exterior surfaces of all residential buildings to be constructed on the individual residential lots 1 through 15. The term "common maintenance property" shall include roofs but not glass windows. "Common maintenance property" shall not be deemed "common area" or "limited common area" but shall be owned by the respective lot owners.

Section 7: The definitions contained in this article shall be applicable to the terms so defined and used in this document and the same terms used in the Articles of Incorporation or Bylaws of The Vineyard Homeowners Association, a Washington nonprofit corporation.

ARTICLE II

PROPERTY RIGHTS

Section 1: Owner's Easements of Enjoyment. Every owner shall have the right and easement of enjoyment in and to the common areas, but not the limited common areas, which easement shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The terms and conditions of the Articles of Incorporation and Bylaws of The Vineyard Homeowners Association, a copy of which are attached hereto as Exhibits "A" and "B" and by this reference expressly incorporated herein.

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(b) The timely payment of all assessments levied by said association.

(c) The rules and regulations of said association now existing or hereinafter adopted.

Section 2: Delegation of Use. Any owner may delegate, in accordance with the bylaws of the association, his rights of enjoyment to the common areas and facilities to members of his family, his tenants, or guests.

Section 3: Ownership of Common Areas and Limited Common Areas. All common areas shall be owned by The Vineyard Homeowners Association, a Washington nonprofit corporation, and the owners of lots within the plat shall have no interest in said common areas other than as members of said association.

All limited common areas shall be owned by The Vineyard Homeowners Association and the owners of individual lots shall have no ownership interest therein. Limited common areas shall be for the exclusive use of the owner or his delegate of the individual lot to which each limited common area pertains. A limited common area pertains to the lot to which it is adjacent.

Section 4: Common Maintenance Property. Common maintenance property shall be owned by the owner of each individual lot upon which a residence is situate. It is in the mutual interest of all owners of lots within the plat of The Vineyard that common maintenance property be maintained and preserved in an aesthetically pleasing manner. The ownership of such property shall be subject to the requirements of the

Articles of Incorporation and Bylaws of the association as the same pertain to such property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every owner of a lot within the plat shall be a member of the association, which membership shall be appurtenant to and may not be separated from the ownership of any lot within the plat above described.

Section 2: Voting rights shall be in accordance with Article VIII of the articles of incorporation of The Vineyard Homeowners Association.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of Lien and Personal Obligation for Assessments. The Declarants, for each lot owned within the property, hereby covenant, and each owner of any lot by acceptance of a deed or contract therefor, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the association annual, monthly or special assessments of the association, such assessments to be established and collected as provided in the Articles of Incorporation and Bylaws of the association. The annual, monthly or special assessments, together with interest, late charges, if any, and reasonable attorney's fees, shall be a charge on the land and if unpaid shall be a continuing lien upon the lot against which such assessment is made. Each such assessment, together with interest, late charges, if any, and reasonable

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attorney's fees, shall also be the personal obligation of the owner of each lot at the time the assessment falls due. Such liens may be foreclosed as a deed of trust as provided in RCW 61.24 or a real estate mortgage as provided in RCW 61.12, at the option of the association and as more fully described in the Articles of Incorporation and Bylaws of said association.

Section 2: Purpose of Assessments. The assessments levied by the association shall be used exclusively to promote the recreation, health, safety and welfare of the individual lot owners and for the improvement and maintenance and replacement, if necessary, of the common areas and limited common areas owned by the association and for the maintenance of the common maintenance property; to provide a reserve fund for the improvement, maintenance and replacement of said common areas and limited common areas and for the maintenance of the common maintenance property; and to provide a uniform collection of sewer, water and garbage bills, if the same are not separately metered or charged to each lot within the property. Assessments shall also be used for the purpose of insuring the common areas against loss by fire or other casualty, for liability coverage on said property and for errors and omissions coverage for the board of directors and officers of the association. In addition, assessments shall be used to establish a separate fund for the maintenance of the "on-site" sewage disposal system.

Section 3: Uniform Rate of Assessments. Annual, monthly or special assessments shall be fixed at a uniform rate for all lots within the plat.

Section 4: Subordination of Lien to Mortgage or Deed of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. The sale or transfer of any lot shall not affect the assessment lien nor the personal liability of the owner therefor. However, the sale or transfer of any lot pursuant to a mortgage or deed of trust foreclosure proceeding, when such mortgage or deed of trust has priority, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer but shall not relieve the lot owner for personal liability therefor.

ARTICLE V

RESIDENCE AND LANDSCAPING ARCHITECTURAL AND DESIGN CONTROL

The Declarants, or their delegate, shall have the exclusive right to control the architecture of each residence to be constructed on the residential lots located within the plat and the color that common maintenance property is painted or stained. The Declarants, or their delegate, initially, and thereafter (when Class B membership ceases) the association, acting through its board of directors, shall have the exclusive right to control the landscaping situate in the common areas. No lot owner shall be entitled to alter the landscaping or plantings which are situate within the common areas.

ARTICLE VI

THIRD PARTY GUARANTEE AGREEMENT

Declarants and the City of Prosser have, in connection with the "on-site" sewage disposal system, entered into a Third

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Party Guarantee Agreement dated March 20, 1991. A copy of said agreement is attached hereto as Exhibit "C". The owner of each lot and the association are subject to the terms and conditions of said agreement and take title or an interest in their respective properties subject to the obligations therein provided.

ARTICLE VII

PROPERTY USE RESTRICTIONS

Section 1: No lot shall be used except for residential and garage purposes. No structure shall be placed on any lot other than a single family residence which shall be used only for single family residential purposes. No accessory structures shall be erected or maintained on any lot except limited common area storage sheds approved as a part of the original construction.

Section 2: No pets shall be allowed on any of the common areas of the plat unless in the presence and under the control of a residence owner.

Section 3: No garbage, trash or other waste may be kept or maintained on any lot except in a sanitary container located within a building or within a trash enclosure hidden from public view.

Section 4: No noxious, offensive or unsightly conditions shall be permitted upon any lot, nor may any activity take place on any lot which is an annoyance or a nuisance to other persons living within the plat.

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Section 5: No exterior radio or telecommunication towers, antennas or other exterior transmission or receiving devices shall be allowed on any lot without the prior written approval of the board of directors of the association.

Section 6: No recreational vehicle or boat shall be stored on any common area, limited common area or public street within the plat except for the purpose of loading and unloading the same. Vehicles belonging to owners of lots or guests of owners of lots shall not be parked on the public street for a period exceeding ____ hours.

Section 7: No car parts, appliances, immobilized or immobile vehicles shall be stored on any common area, limited common area or public street within the plat.

Section 8: No advertisement material or signs shall be placed upon any lot, common area or limited common area with the exception of "for sale" signs not exceeding two feet by three feet in size.

Section 9: No owner or occupant shall obstruct or interfere with the proper use and enjoyment by other owners or occupants of the common areas of the property.

Section 10: The posted speed limit on the public street within The Vineyard shall be 20 mph and shall be observed by all owners, invitees and guests.

Section 11: No owner or guest shall make any noise sufficient to disturb any other owner, occupant or lessee. This shall include noises by motorcycles, sound systems and the like. Motorcycles or motorized bikes are permitted only for

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transportation to or from the property and recreational riding on the public street through the plat is prohibited. No owner shall allow his household pet to make any noise such as to disturb any other owner, occupant or lessee.

Section 12: The owners of each lot, their family, guests and invitees shall be subject to such rules as are in the Bylaws of The Vineyard Homeowners Association as the same now exist or may hereafter be amended.

Section 13: Until the Class B memberships shall cease and are converted to Class A memberships as provided in Article VIII, of the Articles of Incorporation of the association, the Declarants shall have the authority to enforce all the provisions of Articles IV, V and VII hereof.

Section 14: In the event the board of directors of the association (or the Declarants until such time as the Class B memberships shall cease) determines that there is a violation by any owner or owners of any of the provisions of this Article VII or of the Bylaws of The Vineyard Homeowners Association then in that event the board of directors or the Declarants or their or its authorized representative shall request in writing such owner or owners to cease and desist. Should such violation continue after the giving of the required notice, the board of directors or the Declarants, as the case may be, shall be entitled to commence an action in Superior Court in and for the County of Benton seeking injunctive relief and the prevailing party in such action shall be entitled to reasonable attorney's fees. Further, should the violation involve a covenant or Bylaw which may be

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corrected by the hiring of labor and purchasing of material, the board or the Declarants may give notice to the owner of the corrective action required and in the event the owner does not cure the violation within ten (10) from the date of his receipt of such notice, the board of Declarants may hire labor or acquire material to remedy the violation and the cost thereof may be assessed against the owner and the lot involved and such cost shall be a lien on said lot which may be foreclosed as any other assessment and the board or Declarants shall be awarded their reasonable attorney's fees.

ARTICLE VIII

GENERAL PROVISIONS

Section 1: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provision which shall remain in full force and effect.

Section 2: The covenants and restrictions of this declaration shall run with and bind the land for a term of seventy (70) years from the date this declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years.

IN WITNESS WHEREOF, the undersigned being the Declarants herein, have hereunto set their hand and seal this 1st day of July, 1991.

Warren C. Root
WARREN C. ROOT

Lucille H. Root
LUCILLE H. ROOT

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FILED
STATE OF WASHINGTON

JUL 03 1991

RALPH MUNRO
SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF

THE VINEYARD HOMEOWNERS ASSOCIATION
(A Washington Non-Profit Corporation)

In compliance with the requirements of the Washington Nonprofit Corporation Act (RCW Chapter 24.03), the undersigned, who are of full age, do this day form a corporation not for profit and do hereby certify:

ARTICLE I

Name

The name of the corporation is The Vineyard Homeowners Association, hereinafter called "the association".

ARTICLE II

Location of Registered and Principal Office

The principal office of the association is located at Route 3, Box 3685, Prosser, WA 99350.

ARTICLE III

Registered Agent

Warren C. Root, whose address is Route 3, Box 3685, Prosser, WA 99350, is hereby appointed the initial registered agent of the association.

ARTICLE IV

Definitions

The definitions contained within Article I of Declaration of Reservations, Covenants and Restrictions Affecting

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EXHIBIT A

Articles of Incorporation - 1

WALTERS, WHITAKER, FINNEY & FALK
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YAKIMA, WASHINGTON 98907
TELEPHONE (509) 453-5604

The Vineyard, as the same is recorded with the Benton County Auditor, shall be applicable to the terms herein which are therein defined.

ARTICLE V

Purposes of the Association

The association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed is to provide for the recreation, health, safety and welfare of the owners of the lots within The Vineyard according to the plat thereof recorded in Volume 14 of Plats, page 102, records of Benton County, Washington, and to provide for the improvement, maintenance and replacement, if necessary, of the common areas and limited common areas owned by the association including the grape vineyard situate thereon; to provide for the maintenance of the common maintenance property; to provide a reserve fund for the improvement and maintenance, and replacement, if necessary, of the common areas and limited common areas and maintenance of the common maintenance property; to provide a uniform collection of sewer, water and garbage bills if the same are not separately metered or charged to each lot within the plat; to provide casualty and liability insurance for the common areas and errors and omissions insurance for the officers and directors. Further, the association shall provide a separate fund for the maintenance of the "on-site" sewage disposal system and provide for its maintenance.

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Articles of Incorporation - 2

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ARTICLE VI

Powers

The association shall have the following powers:

1. Adopt and amend bylaws, rules and regulations.
2. Adopt and amend budgets for revenues, expenditures and reserves and impose and collect assessments for the maintenance, insurance, repair and replacement of the common areas and limited common areas from the lot owners.
3. Hire and discharge or contract with managing agents and other employees, agents and independent contractors.
4. Institute, defend or intervene in litigation or administrative proceedings in its own name or in behalf of itself or two or more lot owners on matters affecting the plat.
5. Make contracts and incur liabilities.
6. Regulate the use, maintenance, repair, replacement, and modification of the common areas.
7. Cause additional improvements to be made as a part of the common areas.
8. Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, including common area and limited common area, but common area or limited common area may not be conveyed or subjected to a security interest except

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with the express written consent of all of the owners of the lots within the plat of The Vineyard.

9. Grant easements, leases, licenses and other concessions through or over the common areas and petition for or consent to the vacation of streets.

10. Impose and collect any payments, fees or charges for the use, rental, or operation of the common areas other than limited common areas and for services provided to owners.

11. Impose and collect charges for late payment of assessments.

12. Provide for the indemnification of its officers and board of directors and maintain directors and officers liability insurance.

13. Exercise all other powers that may be exercised in this state by a nonprofit corporation.

14. Exercise any other powers necessary and proper for the governance and maintenance of the association.

15. Provide for the assured maintenance of common maintenance property and impose assessments in connection therewith.

16. Exercise all the powers and privileges and to perform all the duties and obligations of the association as set forth in that certain Declaration of Reservations, Covenants and Restrictions Affecting The

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Articles of Incorporation - 4

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Vineyard, said Declaration being incorporated herein as if set forth at length.

17. Fulfill all the obligations of Warren C. Root and Lucille Root under that certain third party guarantee agreement dated March 26, 1991 entered into by the said Warren C. Root and Lucille Root and the City of Prosser, Washington, said agreement relating to the on-site sewage system located in The Vineyards.

No profit to the corporation shall inure to or be distributed to any member. The corporation is organized exclusively for nonprofit purposes, including for such purposes the making and distribution to organizations under Section 501(c)(3) of the United States Internal Revenue Code (or the corresponding section of any future United States Internal Revenue Code).

ARTICLE VII

Membership

Every member or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenant of record to assessment by the association, including contract purchasers, shall be a member of the association. The foregoing is not intended to include persons or entities who hold any interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the association.

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Articles of Incorporation - 5

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ARTICLE VIII

Classes of Membership and Voting

The association shall have two classes of voting membership:

Class A: Class A members shall be all the owners with the exception of the Declarants and shall be entitled to one vote for each lot owned. When one or more persons hold an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B: There shall be a Class B membership which shall be the declarants (as defined in the Declaration of Reservations, Covenants and Restrictions Affecting The Vineyard) and the Class B membership shall be entitled to two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (2) On May 1, 1995.

ARTICLE IX

Assessment of Members - Liens

Section 1: Each lot owned within the plat of The Vineyard and each owner of any lot shall be assessed by the homeowners association annual, monthly or special assessments to accomplish the purposes of the association. The annual, monthly or special assessments, together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. In addition, each such assessment, together

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Articles of Incorporation - 6

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with interest, costs and reasonable attorney's fees shall be the personal obligation of the owner of each lot at the time the assessment falls due.

Section 2: Effect of Non-Payment of Assessments - Remedies of Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12% per annum. Upon the assessment becoming thirty days past due, the association may file a notice of claim of lien with the Benton County Auditor with a copy thereof being simultaneously sent by registered or certified mail to the owner or owners of record of the lot against which such assessment is made. If said assessment is not paid within thirty days from date of recording the notice of claim of lien, the association may bring an action at law against the owner or owners personally obligated to pay the same or it may foreclose the lien against the lot in a non-judicial foreclosure in accordance with RCW 61.24 or at the option of the association, the lien may be foreclosed as if it were a real property mortgage pursuant to RCW 61.12 and the association shall be entitled to reasonable attorney's fees and costs. No owner may waive or otherwise escape liability for assessments through the non-use of the common areas or by abandonment of his lot.

ARTICLE X

Directors - Management

The affairs of the association shall be managed by Warren C. Root and Lucille Root until such time as the Class B

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Articles of Incorporation - 7

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membership herein referred to shall cease and be converted to Class A membership. Upon the happening of such event, the affairs of the association shall be managed by a board of three directors who shall be members of the association. The number of directors may be changed by amendment of the bylaws of the association. The names and addresses of the persons who are to act in the capacity as initial directors, simply because a nonprofit corporation must have directors, are:

WARREN C. ROOT
Route 3, Box 3685
Prosser, WA 99350

LUCILLE ROOT
Route 3, Box 3685
Prosser, WA 99350

MARTHA GAY
1705 Highland Drive
Prosser, WA 99350

The initial board of directors shall hold office until the Class B membership shall cease and be converted to Class A membership as hereinabove provided, at which time a special meeting of the membership shall be held for the purpose of electing the board of directors to serve until the next annual meeting. If any of the initial members above named resign or otherwise become incapacitated prior to the time the Class B membership ceases, the remaining directors shall have the authority to appoint a director to fill the vacated office. A vacancy in a subsequent board of directors may be filled by the remaining directors until the next annual meeting.

ARTICLE XI

Capital Stock

This association shall have no capital stock and shares shall not be issued.

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ARTICLE XII

Duration

The time and existence of this association shall be perpetual.

ARTICLE XIII

Amendment

Amendment of these Articles of Incorporation shall require the assent of seventy-five percent (75%) of the voting power of the association.

ARTICLE XIV

Dissolution

Upon the dissolution of the association, the board of directors shall, after paying or making provision for the payment of all liabilities of the association, dispose of all of the assets of the association exclusively for the purposes of the association in such manner or to such other organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the United States Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Code) as the board of directors shall determine. Any such assets so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the association is then located exclusively for such purposes or to

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Articles of Incorporation - 9

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BYLAWS

OF

THE VINEYARD HOMEOWNERS ASSOCIATION

(A Non-Profit Washington Corporation)

At a special meeting duly and regularly called by the initial Board of Directors of The Vineyard Homeowners Association, a non-profit Washington corporation, the following bylaws were unanimously adopted:

ARTICLE I

Meetings

1. Annual Meetings: The annual meeting of the members of The Vineyard Homeowners Association shall be held annually, the first of such meetings to occur within thirty (30) days of the date of the conversion of the Class B membership to Class A membership and annually thereafter.
2. Special Meetings: Special meetings of the membership may be called at any time by the president or board of directors or upon the request of fifty percent (50%) of the members.
3. Notice of Meetings: Written notice of each meeting of the members shall be given by or at the direction of the secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the association or supplied by such member to the association for

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Bylaws - 1

EXHIBIT B

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the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in case of a special meeting, the purpose of the meeting. Commencing with the second annual meeting, the notice shall contain a copy of the proposed budget for the ensuing year.

4. Quorum: The presence at a meeting of members or proxies representing one-half (1/2) of the entire voting membership shall constitute a quorum for any action. However, if such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement of the new meeting date, until a quorum, as aforesaid, shall be present or represented.

5. Proxies: At all meetings of members each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon the conveyance by the member of his lot.

ARTICLE II

Directors

1. Number: The affairs of this association shall be managed by a board of three (3) directors who shall be members of the association.

2. Election of Directors and Term of Office: Directors, other than the initial directors who shall hold office as provided in Article X of the Articles of Incorporation, shall be elected at the annual meeting of the corporation

membership and shall serve for a period of one (1) year or until the next annual meeting. Directors shall be eligible to succeed themselves upon re-election.

3. Vacancies on Board of Directors: Any vacancy occurring on the board of directors, including the initial board of directors, caused by death, resignation or otherwise may be filled by the appointment of a member of the association to the board of directors by the remaining directors.

4. Initial Board of Directors: The initial board of directors shall hold office until the Class B membership shall cease and be converted to Class A membership. Thereupon a special meeting of the membership shall be held for the purpose of electing a board of directors to serve until the next annual meeting. See Article V hereof.

ARTICLE III

Officers and Their Duties

1. Enumeration of Officers: The officers of this association shall be a president and a vice-president, who shall at all times be members of the board of directors, and a secretary and a treasurer and such other officers as the board of directors may from time to time by resolution create.

2. Election of Officers: Election of officers shall take place at the first meeting of the board of directors following each annual meeting of the members.

3. Term: The officers of this association shall be elected annually by the board. Each shall hold office for one (1) year and until his successor is elected and has qualified

unless he shall sooner resign, be removed or otherwise be disqualified to serve.

4. Special Appointments: The board may elect such other officers as the affairs of the association may require, and each of them shall hold office for such period, have such authority and perform such duties as the board may from time to time determine.

5. Resignation or Removal: Any officer may be removed from office with or without cause by the board. Any officer may resign at any time giving written notice to the board. Such resignation shall take effect on the date of receiving such notice or at any later time as specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies: Any vacancy of any office may be filled by appointment of the board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

7. Multiple Offices: The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

8. Duties: The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the board of directors and of the membership; shall see that orders and resolutions of the board are carried out, shall sign all legal documents required to carry out the purposes of the association and shall perform such other duties as are assigned to him by the board.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall perform such other duties as are assigned to him by the board.

Secretary

(c) The secretary shall record the votes and keep the minutes and proceedings of the board and of the members; shall serve notice of meetings of the board and of the members; shall keep appropriate current records showing the members of the association, together with their addresses, and shall perform such other duties as are assigned to him by the board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all moneys of the association and shall disburse such funds as directed by resolution of the board of directors. He shall sign all checks and promissory notes of the association and shall keep proper books of account. He shall also prepare a statement of income and expenditures to be

presented to the membership at its regular meeting and deliver a copy thereof to each member who is present at that meeting.

ARTICLE IV

Books and Records

The books and records and papers of the association shall at all times, during reasonable business hours, be subject to inspection by any member. The Articles of Incorporation and Bylaws of the association shall be available for inspection by any member at the principal office of the association where copies may be purchased at a reasonable cost.

ARTICLE V

Association Business

Section 1: The board of directors, including the initial board of directors, shall annually prepare a proposed budget. The initial board of directors shall immediately prepare an annual budget. The budget adopted by the initial board of directors may be amended from time to time by said initial board and said budget, as amended from time to time, shall be the basis for levying assessments against the lots within the plat and the owners thereof until such time as the Class B membership is converted to Class A membership and a new board of directors is elected at the first annual meeting and a new budget is adopted by said board and approved by the membership.

Section 2: Upon the election of the first board of directors from the Class A membership, said board shall within thirty (30) days of their election adopt a proposed annual budget which shall be submitted to the membership for approval at a

OFFICIAL RECORDS

Bylaws - 6

WALTERS, WHITAKER, FINNEY & FALK
ATTORNEYS AT LAW
117 NORTH THIRD STREET, SUITE 201
POST OFFICE BOX 1586
YAKIMA, WASHINGTON 98907
TELEPHONE (509) 453-5604

special meeting to be held pursuant to proper notice within forty-five (45) days after the election of the board. At said meeting the budget as proposed shall be approved or approved as modified by a majority of a quorum present either in person or by proxy and said budget shall be the budget of the association until the adoption of a new budget at the next annual meeting of the members. Every board of directors except the initial board and the first regular board of directors shall thereafter prepare a proposed budget in time to have a copy thereof included with the notices of annual meetings.

Section 3: Commencing with the second annual meeting of the membership and at each annual meeting thereafter, the membership, by a majority of a quorum of the voting power, shall consider and approve or approve as modified the proposed budget prepared previously by the board of directors and submitted with notice of the annual meeting.

Section 4: The budget prepared by the initial board of directors and all boards of directors thereafter shall contain provision for payment of:

(a) Repair, maintenance and replacement, if necessary, of common areas and limited common areas.

(b) Maintenance of the common maintenance property;

(c) Casualty and liability insurance for the common areas and limited common areas.

(d) Errors and omission insurance coverage for the directors and officers.

OFFICIAL RECORDS

(e) Common water, electric, garbage and sewer bills, if any.

(f) Miscellaneous expenses of the association including accounting and legal.

(g) A reserve fund for future replacement or repair of the common areas, limited common areas and common maintenance property; and

(h) A separate fund to provide for the maintenance, repair, expansion or replacement of the on-site sewage disposal system in fulfillment of the association's obligations under the Third Party Guarantee Agreement dated March 26, 1991.

Section 5: If during an operating year between annual meetings of owners, it should develop that the budget and assessment rate requires modification, the board of directors is authorized to modify the assessment rate provided the modification does not exceed 15% of the assessment rate initially established for the year.

Section 6: The assessments levied against the lots shall be payable on a monthly basis and the owner or owners shall punctually and fully pay the monthly assessment rate established. All monthly assessments shall be due and must be paid by the 10th day of the month and if not timely paid shall bear interest at the rate of 12% per annum from the 1st day of the month for which such assessment is due. Unpaid assessments shall become a continuing lien against the owner's lot and a personal obligation of the owner or owners who shall be jointly and severally liable

therefor. Liens may be foreclosed as in the Articles of Incorporation provided. In addition, the full and punctual payment of assessments is a condition to the continued enjoyment of the owners of the common areas.

Section 7: A lot and the owner or owners thereof shall not be subject to association assessments until a residence has been constructed thereon and is ready for occupancy. Provided, however, assessments levied against lots upon which residences have been built and are ready for occupancy shall be in the same amount as they would be if all fifteen residences were built and ready for occupancy. Any deficiency in the sum of money required to properly operate the association caused by reason of the inability to assess lots under this section shall be paid by the owners of the undeveloped lots.

Section 8: Common maintenance property consists of the exteriors and roofs but not glass windows, of all residences constructed on Lots 1 through 15. It shall be the obligation of the association to maintain the common maintenance property in an aesthetically pleasing condition such that all exterior surfaces are well maintained and properly painted or stained and of a color in harmony with the other colors within the plat of The Vineyard and to maintain the roofs of said residences.

Section 9: Individual lot owners shall be responsible for maintaining fire and casualty insurance on the individual residences and the association shall have no responsibility therefor.

Section 10: The vineyard which is a portion of the common area shall, until all fifteen residences are constructed and ready for occupancy, be cared for and maintained by Warren C. Root and Lucille Root and the profits, if any, shall belong to them. When all fifteen residences have been constructed and are ready for occupancy, the care and maintenance of the vineyard shall become the obligation of the association which shall be entitled to the profits, if any, therefrom.

ARTICLE VI

Restrictions on Occupants

Section 1: Sections 1 through 12 of Article VII of the Declaration of Reservations, Covenants and Restrictions Affecting The Vineyard, as recorded with the Benton County Auditor, are expressly incorporated herein.

Section 2: No individual owner shall give directions to any employee of the board of directors or send any such employee out of the development on any private business of an individual owner or owners. Only the board of directors or officers of the association shall have authority to direct or control the activities of employees hired by the board of directors.

Section 3: No children under fourteen (14) years of age shall be allowed in the common areas unless supervised by parents, grandparents or an adult over twenty-one (21) years of age.

Section 4: Children under fourteen (14) years of age shall be limited in the use of the swimming pool or spa to the

OFFICIAL RECORDS

hours between 10:00 a.m. and 4:00 p.m. and during such time must be accompanied by an adult over twenty-one (21) years of age.

Section 5: Complaints regarding the servicing or care of common areas or limited common areas shall be in writing to the board of directors.

Section 6: Enforcement of these Bylaws shall be as provided in Article VII, Sections 13 and 14 of the Declaration of Reservations, Covenants and Restrictions.

ARTICLE VII

Amendments

Amendment of these Bylaws shall require the assent of fifty-one percent (51%) of the voting power of the association either in person or by proxy.

ADOPTED this 1st day of July, 1991.

[Signature]
Initial Director

[Signature]
Initial Director

[Signature]
Initial Director

THIRD PARTY GUARANTEE

AGREEMENT

THIS AGREEMENT is entered into this 26th day of March, 1991, between WARREN C. ROOT and LUCILLE ROOT, husband and wife, hereinafter referred to as "Developer", and CITY OF PROSSER, in Benton County, Washington, hereinafter referred to as "Guarantor".

The term "purchaser", or "purchasers", as used herein shall be any person, the heirs, successors, or assigns of such person(s), and collectively, who purchased and/or leases one or more units described in the subdivision described in 1.A of this Agreement.

IT IS THE PURPOSE OF THIS AGREEMENT TO provide for a third party guarantee for the management of " The Vineyards"

on-site sewerage system as required under the provisions of Chapter 248-96 WAC, Rules and Regulations of the Washington State Board of Health. In the event that the primary management entity, that being WARREN C. ROOT and LUCILLE ROOT, Husband and Wife, their heirs, successors and assigns,

fails to properly perform it's management responsibilities as required by the Department of Social and Health Services, the DSHS shall have the right to transfer management responsibilities from WARREN C. ROOT and LUCILLE, Husband and Wife, their heirs, successors and assigns,

to City of Prosser.

IT IS THEREFORE, MUTUALLY AGREED THAT IN THE EVENT MANAGEMENT RESPONSIBILITIES ARE TRANSFERRED TO GUARANTOR, THAT:

1. Guarantor shall have the following responsibilities:

A. To maintain and operate one or more on-site sewerage systems located in

"The Vineyards" subdivision,

or as may be later modified by mutual agreement, in accordance with policies and procedures to be established by the City of Prosser.

2. Guarantor shall have the following rights:

EXHIBIT C

OFFICIAL RECORDS

A. To contract with public or private agencies or persons for labor or other services.

B. To enter upon purchaser's property at reasonable hours to make routine inspections of operations, perform work, and to respond to emergency conditions.

C. To determine the nature and scope of work that may be performed by purchaser as provided herein.

D. That the Developer shall, and hereby agrees to provide alternate drain line field(s), next to the original on-site sewerage systems for use in the event the original drain field(s) fail. Such alternate drain line field(s) shall be shown by the Developer and dedicated on the proposed plat or plats, as required by the State of Washington.

3. Developer agrees to the following:

A. When selling or leasing property, as a condition of sale or lease, Developer will require the contract of sale, property deed or lease to include a clause wherein the purchaser agrees to conform to the provisions of this contract.

B. Developer will provide each purchaser a full and complete copy of this contract, together with any amendments, prior to purchaser's signing of purchase contract.

C. In the event that Developer retains possession of individual lots which contribute sewage to an on-site sewerage system, the Developer's obligations will include those of a purchaser with respect to those individual lots until such lots are leased or sold.

Included with the transfer of management responsibilities to the City of Prosser will be all funds in the sewerage management financial accounts of Warren Root and Lucille Root, husband and wife, their heirs, successors or assigns.

4. Guarantor and Developer agree that purchaser shall have the following rights and obligations:

A. Purchaser shall permit Guarantor the right of entry set forth in Section 2.B of this contract.

OFFICIAL RECORDS

B. Purchaser shall agree to pay all charges provided for herein within the time period provided by Guarantor in its fee schedule.

C. Purchaser shall agree that delinquent bills for all charges shall be subject to lien as provided herein.

D. Purchaser shall agree not to cover within 5 feet of any portion of an on-site sewerage system or any of the piping involved in such system with pavement of any kind or with plantings of other than grass without first obtaining written concurrence from Guarantor.

E. Purchaser shall agree that in the event his property is connected to an alternate sewerage system or to a public sewer system, the costs of such connections, if any, shall be the obligation of the purchaser.

5. This contract may be amended by mutual consent of purchaser, the Guarantor, and Developer and with the written concurrence of the health officer; EXCEPT, that if such amendment affects the rights or obligations of purchaser in any matter other than fee schedules and fee collection provisions, concurrence must also be obtained from any purchasers so affected.

6. Guarantor's responsibilities for maintenance and operation and related work begin at the point of connection of the house sewer to the septic tank and includes all units and facilities beyond this point.

7. Purchaser shall be billed for any routine repair work, replacement, emergency work, or modification undertaken on behalf of purchaser's installation to cover costs of labor, materials, and other valid associated costs.

8. Rates shall be reviewed annually by Guarantor in order to determine their adequacy to cover administration, maintenance, and operation costs, and shall be adjusted to assure adequate operating funds.

9. LIEN FOR NON-PAYMENT. Failure of purchaser to make timely payments of fees provided for herein shall constitute a lien in the same manner as provided for by law for mechanic's and materialmen's liens.

10. This contract shall remain in force until all on-site sewerage systems under Guarantor have been abandoned and the dwelling units or other buildings served by such systems have been connected to an approved public sewerage system.

ALL WRITINGS CONTAINED HEREIN: This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this contract on this 26th day of March, 1991.

Warren C. Root
Warren C. Root

Lucille Root
Lucille Root

DEVELOPER

CITY OF PROSSER

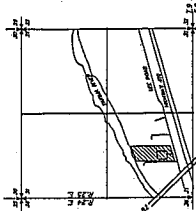
Wayne Hogue
Mayor

ATTEST:

Barbara T. Dancy
City Clerk

APPROVED AS TO FORM:

James L. ...
City Attorney



LOCATION MAP
SECTION 12, T33N, R33E, W1E, WYOMING COUNTY, WASHINGTON

LEGAL DESCRIPTION
LOT 14, PART OF THE PLANNED AREA DEVELOPMENT (A-C)...

DEDICATION
THE CITY OF YAKIMA AND THE COUNTY OF WASHINGTON...

ACKNOWLEDGMENTS
COUNTY OF WASHINGTON...

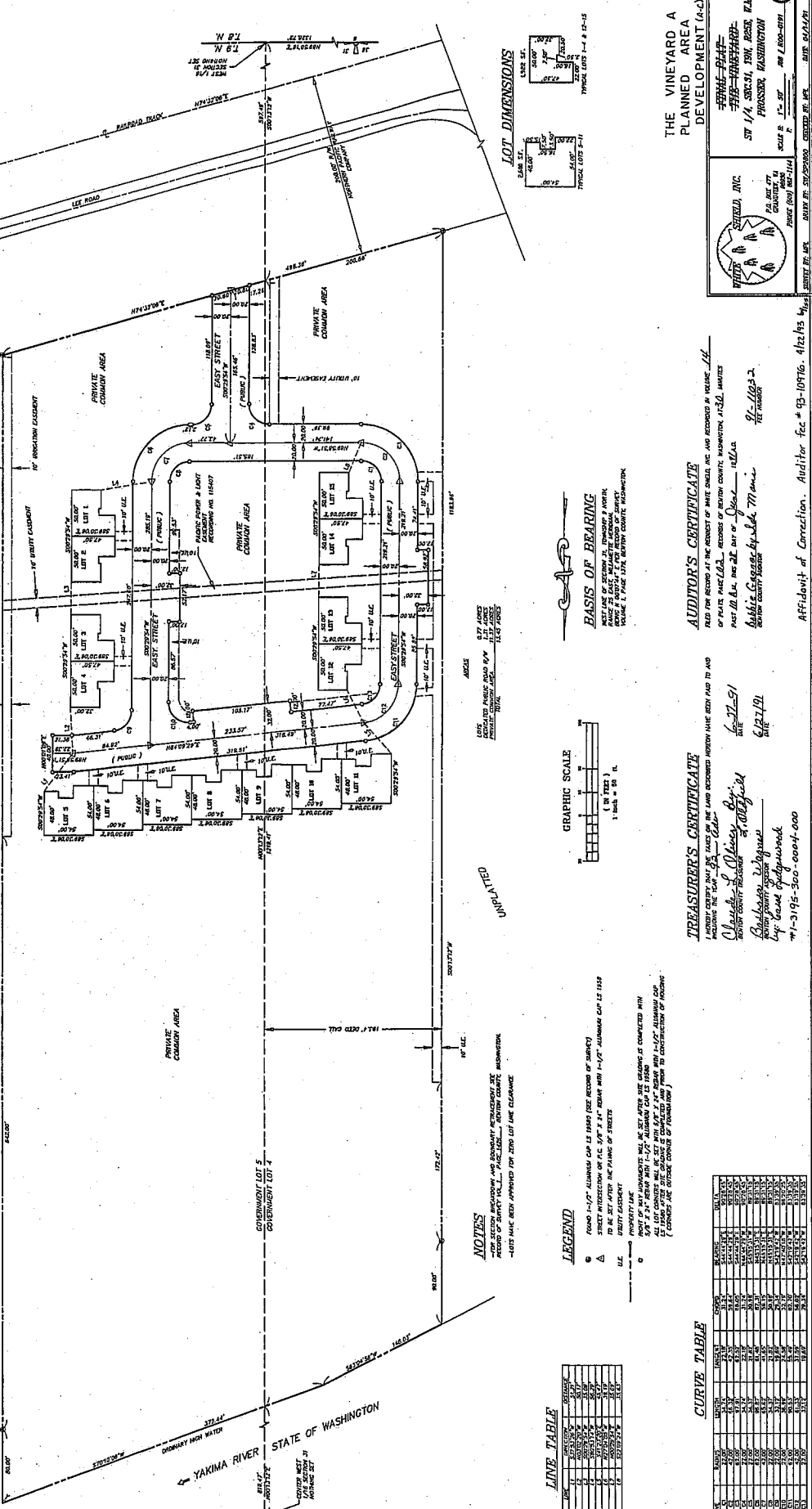
SURVEYOR'S CERTIFICATION
I, the undersigned, being a duly licensed surveyor...

APPROVALS
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THE IRRIGATION RIGHTS ON THE LAND DESCRIBED HEREIN...

HEALTH DEPARTMENT
THE HEALTH DEPARTMENT HAS REVIEWED THE PLAN...

NOTES
THE SECTION BOUNDARY AND BOUNDARY REPRESENTATION...



LOT DIMENSIONS
TABLE with columns for Lot No., Area, and Dimensions.

GRAPHIC SCALE
1 inch = 20 ft.

LEGEND
Symbol for 1/2" ALUMINUM CAP TO BE SET AFTER THE BOUNDARY IS COMPLETED...

CURVE TABLE
Table with columns for Station, Curve Data, and Delta.

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