

# **WILLOWS GLEN TOWNHOMES**

THIS AGREEMENT, made on the date hereinafter set forth by and between the owners of the land described in Exhibit "A" attached, Witnesseth;

WHEREAS, the undersigned are owners of certain property in the County of Franklin, State of Washington, which is more particularly described hereinafter in Exhibit "A" attached, and

WHEREAS, the said owners desire to bind themselves for purposes of maintenance of the town houses existing on said properties,

NOW THEREOFRE, the parties hereby declare that all of the properties described in Exhibit "A" shall be held, sold and conveyed are subject to the following terms and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These terms, restrictions, and conditions shall run with the real property and shall be binding upon all parties hereafter thereof, and shall inure to the benefit of each owner thereof.

## **ARTICLE I.**

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Pasco, Franklin County, State of Washington, and is more particularly described in Exhibit "A" attached hereto and made a part of these Declarations as though set forth at length herein.

## **ARTICLE II.**

Each lot shall have one vote on any issue presented under this agreement. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership or a contract purchaser's interest in any lot, which is subject to the agreement. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or as an assignment of a contract purchaser's interest in) any lot, the rights, duties and obligations herein shall ipso facto be deemed to be transferred to the grantee, contract purchaser or new contract purchaser, as the case may be.

## **ARTICLE III. EXTERIOR MAINTENANCE**

In the event the owner of any lot in the subdivision shall fail to maintain his premises and the improvements situated thereon in a manner satisfactory to two-thirds (2/3) vote of members, the owners after approval of two-thirds (2/3) of the owners entitled to vote, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be

reimbursed forthwith, and to bear interest at the rate of 8% per annum, or prime plus 5%, which ever is greater until paid. The offending party shall also pay all costs and attorney fees incurred.

#### **ARTICLE IV.**

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the undersigned, and the owner or contract purchaser of any lot subject to this Declaration, including successors and assigns for a term of fifty (50) years from the date hereof unless an instrument terminating or amending these covenants which is signed by not less than the owners or contract purchasers then owning seventy-five (75) percent of the property described in Exhibit "A" shall have been filed with the Franklin County Auditor.

#### **ARTICLE V.**

This agreement shall bind the parties and successors for the following purposes:

- (1) Maintenance of all common areas; it being understood that each unit shall be responsible for making water efficiently available and watering the common area lying within owner's lot.
- (2) Ordinary exterior maintenance as per the following schedule:
  - (a) Roof 15 to 20 Years
  - (b) Painting (Exterior) 7 to 10 Years
  - (c) Grassed area:
    - \* Cutting, trimming Once a week
    - \* Fertilization May through October
  - (d) Trimming and maintenance of shrubs and trees as needed.

#### **FIRE AND OTHER CASUALTY**

Each owner shall purchase and maintain fire and other casualty insurance providing for replacement coverage. All proceeds thereof by endorsement shall provide that all such proceeds may only be used to meet owner's obligations for replacement of damaged structures. The owner covenants and agrees that they shall immediately and within thirty (30) days undertake and complete in a timely manner the repairs or rebuilding required as a result of the damage to the unit from any cause.

**EXHIBIT A**

LOTS 10 THRU 18, DIVISION 5,  
SUN WILLOWS ADDITION TO  
THE CITY OF PASCO, WASHINGTON

Dated: April 17, 2003

Recorded: April 4, 2003

Recording No.: 1623084