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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE MEDITERRANEAN VILLAS**

FRANKLIN COUNTY, WASHINGTON

THIS DECLARATION is made this day of..... by Fortunato, Inc.; "Declarant"  
(Developer).

**DESCRIPTION OF THE LAND**

- A.** Declarant owns certain real property located within the State of Washington, which property and improvements are commonly known as THE MEDITERRANEAN VILLAS, and is herein referred to as the "Property". As is more particularly provided in Article 15, the Property may be developed in more than one phase with an appropriate amendment to this Declaration (together with a plat map) being recorded as subsequent phases are completed. The first such completed phase is known as The Mediterranean One and is located on land more particularly described in Exhibit 1 attached hereto and incorporated herein.
- B.** For the benefit and protection of the Property, to enhance its value and attractiveness, and as an inducement to lenders and investors to make and purchase loans secured by Lots within the Property, Declarant agrees to provide herein for a method of use and architectural control within the Property.

NOW, THEREFORE, Declarant hereby declares that the Lots described herein shall be held, sold, conveyed, encumbered, leased, rented, used, occupied, and improved subject to the following uniform covenants, conditions, restrictions, reservations, grants of easement, rights, right-of-way, liens, charges, and equitable servitudes.

Any conveyance, transfer, sale, assignment, lease, or sublease of a Lot in the Property, shall and hereby is deemed to incorporate by reference all provisions of this Declaration. The provisions of this Declaration shall be enforceable by Declarant, any Lot Owner, The Association, and any first mortgagee of any Lot.

## **ARTICLE 1**

### **INTERPRETATION**

1.1 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation and maintenance of the Property.

1.2 Covenant Running with Land. It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on Declarant, its successors and assigns, all subsequent owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

1.3 Captions given to the various articles and sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

1.4 Definitions:

1.4.1 "Association" shall mean The Mediterranean Homeowners Association, a Washington non-profit organization, provided for in Article 3 and its successors and assigns.

1.4.2 "Board" shall mean the Board of Directors of The Association provided for in Article 4.

1.4.3 "Common Area" The Common Area(s) shown on the Plat Map inclusive of entryway, open spaces, and improvements; such Improvements to be done by The Association and or Declarant for the exclusive use and enjoyment of The Mediterranean Association owners. It shall be the sole responsibility of The Mediterranean Association to maintain such areas, Common Areas, and other actual parcels, Property from up to and surrounding buildings on individual lots are also considered Common Area, excluding provisions 2.5.1. Refer to common area 2.1.

1.4.4 "Declarant" shall mean the undersigned and its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and by written instrument in recordable form be specifically assigned the rights and duties of Declarant.

1.4.5 "Declaration" shall mean this declaration and any amendments thereto

1.4.6 "Home" shall mean and refer to any structure located on a Lot or a partial Lot, which structure is designed and intended for use and occupancy as residence by a single family or which is intended for use in connection with such residence.

1.4.7 "Lot" shall mean and refer to any plot of land shown upon any recorded Plat Map of the Property. Ownership of a Lot shall include ownership of the Home and improvements now or hereafter constructed on such Lot. "Lot" shall not include: any land now or hereafter owned by the Association; any land (other than a plot on which a single family residence may be constructed) owned by two (2) or more of the Lot Owners as tenants in common; or any land shown on the Plat Map, but dedicated to the public or to a governmental entity.

1.4.8 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

1.4.9 "Mortgagor" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.

1.4.10 "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 a part of the Property, and, except as may be otherwise expressly provided herein, shall, in the case of a Lot which has been sold pursuant to a real estate contract, include any person of record holding a vendee's interest under such real estate contract, to the exclusion of the vendor thereunder. Any person or entity having such an interest merely as security for the performance of an obligation shall not be considered an owner.

1.4.11 "Person" shall include natural persons, partnerships, L.L.C.s, corporations, associations, and personal representatives.

1.4.12 "Property" shall mean the real estate described in Exhibit 1 and all improvements and structures thereon, including such additions thereto as may hereafter be brought within the jurisdiction of The Association.

1.4.13 "Plat Map" The Plat of The Mediterranean Villas shall be recorded in Parcels, One, Two, and Three. (Five Phases inclusive within.)

1.5 Percentage of Mortgagees. For purposes of determining the percentage of first mortgagees approving a proposed decision or course of action, a mortgagee shall be deemed a separate mortgagee for each Lot on which it holds a mortgage that constitutes a first lien on said Lot.

1.6 Percentage of Owners. For purposes of determining the percentage of Owners approving a proposed decision or course of action, an Owner shall be deemed a separate Owner for each Lot owned.

## **ARTICLE 2 COMMON AREA**

2.1 Ownership of Common Area. The Mediterranean Villas consist of five phases. Refer to plat map and recorded final plat map(s) shall designate any and all common areas. Each TownHome lot owner shall own such percentage along with such improvements according to and as such Phase is recorded.

2.2 Owners' Easements of Enjoyment. Each Owner shall have a non-exclusive right and easement, in common with all of the other Owners, of enjoyment in and to the Common Area which shall be appurtenant to and it shall pass with the title to every Lot, subject to the following provisions.

2.2.1 Safe Usage. The Association may totally bar or restrict the Owners' use of portions of the Common Area where ordinary use could be dangerous, unreasonably increase Association costs, or be detrimental to the environment.

2.2.2 Right To Use. The Association may suspend the voting rights and right to use of the Common Area by an Owner for: Any period during which any

assessment against his Lot remains unpaid, or any violation of this Declaration or the Association's published rules for which he is responsible remains unabated.

2.2.3 Dedicated/Transfer. The Association shall have a right to dedicate or transfer all or any portion of the Common Area, including easements, to any public agency, authority, or utility in accordance with the provisions of the Articles of Incorporation.

2.3 Native Growth and Other Special Areas. Certain portions of the Common Area may have special designations on the Plat, including but not limited to, Native Growth Protection Areas or Easements, biofiltration areas, water retention/detention areas, etc. Those areas are subject to any special use restrictions set forth on the Plat and any supplemental regulations by The Association consistent with the Plat restrictions.

2.4 Delegation of Use. An Owner may delegate, in accordance with such rules and regulations, as The Association shall promulgate, his right of use and enjoyment of the Common Area to the members of his family, his guests, and his tenants.

2.5 Maintenance.

2.5.1 Association. The Association and/or its duly designated representative shall maintain entire lots, the Common Area owned by it; i.e., the grass, sprinkler system, trees and shrubs surrounding building lots, front and rear yards, excluding: front court yard areas, walkways, and driveways, rear concrete patios and approved coverings or surroundings of such patios. The Architectural Control Committee (ACC) shall have the right to require, at a Lot Owner's expense the trimming or topping (or, if deemed necessary by the ACC, removal) of any tree, hedge or shrub on a Lot which the ACC determine is unreasonably blocking or interfering with the view or access to sunlight of another Lot. The Association may provide such additional common maintenance as it shall, from time to time, determine to be in the best interest of the Lot Owners/buildings. With the exception of the common maintenance herein described, all maintenance of Lots and Units located thereon shall be the sole obligation of the Owner. Refer to 6.24 for exterior/building maintenance.

2.5.2 Lot Owners. Each Lot Owner hereby covenants and agrees to maintain that area of his respective Lot as described above in Section 1 and the Unit located hereon in the same condition as a reasonably prudent homeowner would maintain his or her own, home so that the entire real property will reflect a high pride of ownership. If any Lot Owner shall fail to maintain his or her Lot or the Units located thereon in the same condition as a reasonably prudent homeowner, the Association, after approval by two-thirds (2/3) vote of the Board shall have the right to notify said lot Owner in writing of the maintenance required. If said notice is delivered to the non-performing lot Owner, and no action is taken for a period of thirty (30) days, The Association shall have the right, through its agents and employees, to enter upon said Lot and provide such maintenance, and to levy an assessment against the non-performing Lot Owner and his/her Lot or the cost of providing said maintenance. Said assessment shall constitute a lien against the Lot owned by the non-performing Lot Owner, and may be collected in the same manner as any other monthly or special assessment as hereinafter provided and, if not paid within thirty (30) days after said assessment is levied.



The Association shall have all the remedies for collection as provided in Article of the Declaration.

**2.5.3 Creation of the Lien and Personal Obligation of Assessments.** Each lot Owner by acceptance of a deed or other conveyance, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to The Association all common expenses assessed against his Lot by The Association, including, but not by way of limitation: (1) monthly assessments or charges, and (2) special assessments, such assessments to be fixed, established and collected from time-to-time as hereinafter provided. An initial assessment equal to two (2) months dues shall be paid by each original Lot purchaser, and thereafter paid monthly. The monthly and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with 12 percent interest, \$35.00 processing fee, and additional costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the Lot Owner when the assessment fell due. There will be no assessment on any lot until a TownHome on such lot is completed and sold.

**2.5.4 Purpose of Monthly Assessments.** The monthly assessments shall constitute a common expense fund and shall be used for the payment of those expenses authorized by the Declaration and the Bylaws of The Association, for the benefit of the Lot Owners and for the improvement and maintenance of the Common Area and improvements, including, without limitation:

- (a) Water, electricity, sewer, garbage collection, and other necessary utility services for the Common Areas, and to the extent not separately metered or charge for the Lots, any assessments upon The Mediterranean Villas with respect to such services,
- (b) A policy or policies insuring the Developer, The Board, The Association and the Lot Owners against any liability to the public, or to any other Lot Owner, or to any invitees or tenants of any Lot Owner, for property damage or bodily injury incident to the ownership or use of the Common Area. Limits of liability under such insurance policy or policies shall not be less than One Hundred Thousand Dollars (\$100,000.00) for any one person injured; One Hundred Thousand Dollars (\$100,000.00) for any one accident; and Fifty Thousand Dollars (\$50,000.00) for property damage for each occurrence.
- (c) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.
- (d) The salary and expenses of any personnel, as may in the reasonable opinion of The Board, be necessary or proper for the management and operation of the Common Area.
- (e) Legal and accounting services which, in the reasonable opinion of The Board, are necessary or proper in the operation of the Common Areas or the enforcement of this Declaration.
- (f) Fees and charges due to any person, firm, corporation, or developer which may be retained or hired by The Board to perform any functions or activities

incident to the management or administration of The Mediterranean Villas. There may be from time-to-time, as The Community evolves, that The Association does not have enough funds to pay for expenses for the common areas. The Developer's Corporation reserves the right to pay for such and be reimbursed accordingly.

(g) Construction, replacement, improvement, maintenance in good order and repair of the Common Areas and improvements thereon and that portion of the Lots that The Association is responsible for maintaining, as The Board shall determine are necessary and proper.

(h) Repair and maintenance of any storm or drainage system.

(i) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes and assessments which The Board may procure or pay for pursuant to the terms of this Declaration, or the Bylaws of The Association, or which The Board shall decide is necessary or proper for the operation and maintenance of the Common Area or for the enforcement of any provisions in this Declaration or the Bylaws of The Association.

(j) Common area taxes any and all, but not limited to: entry way and improvements, parking areas, improvements on any lots with the intent such improvements are to be enjoyed/used by any other Community Lot owner, shall be paid by The Association per tax assessor. (Excluding individual/specific TownHome or Lot improvement(s); i.e., court yards/patio covers.)

**2.5.5 Amount of the Monthly Assessments.** The amount of the Monthly assessments shall be as follows (\$) per month.

(a) An initial assessment equal to two (2) months shall be paid by each original lot purchaser upon closing of each lot. One half of such is for The Association's operating account and one half of such is for the first month dues. Perpetual monthly assessments shall commence 30 days from closing of a completed TownHome or occupancy. There shall be no monthly billing statements. It is the TownHome owner's sole responsibility to mail all monthly assessments to The Association's address.

(b) Within thirty (30) days prior to the beginning of each fiscal year of The Association, The Board shall estimate the net charges to be paid by The Association during the coming year for the purposes specified in Section 2 of this Article 2 (including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior year's fund); thus dividing the estimated net charges by the number of lots and assess each Lot Owner such amount in accordance with the number of Lots owned. The Association's fiscal year commences January 1. If the estimated cash requirement proves inadequate for any reason, including nonpayment of any Lot Owner's assessment, a further assessment may be levied, which shall be assessed in like manner. Each Lot Owner shall be obligated to pay assessments made pursuant to this paragraph to The Association in equal monthly installments on or before the first day of each month during the year. However, the Board of Directors may provide for quarterly payments in lieu of monthly payments.

(c) All funds collected hereunder shall be expended for the purpose designated herein.

(d) The omission by the Board before the expiration of any year to fix the assessments for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Lot Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. The new assessment shall be determined as provided in Paragraph (b) above and shall apply prospectively for the balance of the year and until the next assessment is fixed.

(e) The Association shall keep detailed accurate records, in chronological order, of the receipts and expenditures affecting the Common area and buildings, specifying and itemizing the operation, maintenance, replacement and repair expenses of the Common Area and any other expenses. Records and vouchers authorizing the payments involved shall be available for examination by the Lot Owners by appointment only during business hours on weekdays.

2.6 Property Entry Signs If landscape/entry sign easement(s) are on a lot(s), The Association shall hereafter maintain such project entry and identification signs and related landscaping, fencing and improvements, as deemed necessary. The Lot Owners shall have no right to use these easement areas, except to maintain, repair or improve the entry sign and landscaping. The Owners of the lots subject to these easements may not do anything in the easement areas which is inconsistent with, or detrimental to their intended purpose.

### **ARTICLE 3 OWNERS ASSOCIATION**

3.1 Establishment. There is hereby created an association to be called The MEDITERRANEAN ASSOCIATION (referred to hereinafter as The "Association").

3.2 Form of Association. The Association shall be a nonprofit corporation formed and operated pursuant to Title 24, Revised Code of Washington. In the event of any conflict between this Declaration and the Articles of Incorporation for such nonprofit corporation, the provisions of this Declaration shall prevail.

3.3 Membership.

3.3.1 Qualification. Each Owner of a Lot in the Property (including Declarant) shall be a member of The Association and shall be entitled to one membership for each Lot so owned. Ownership of a Lot shall be the sole qualification for membership in The Association.

3.3.2 Transfer of Membership. The Association membership of each Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, conveyed, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to such lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in The Association appurtenant thereto to the new Owner thereof.

3.4 Development Period. The Mediterranean Villas Development Period shall mean that period of time from the date of the recording of these Declarations until the date when eighty-five (85) percent of the lots with completed units have been sold. Upon termination of the Development Period, either because of the sale of the required number of Lots or at the election of the Developer, the Developer shall record with the Franklin County Auditor a Declaration of Termination of Development Period referencing the Declaration and stating that the Development Period is terminated. The Development Period shall terminate with the recording of said document.

3.4.1 Notice of Termination of Development Period. Not less than ten (10) nor more than thirty (30) days prior to the recording of the Declaration of Termination of Development Period, the Developer shall give written notice of the termination of the Development Period to each Lot Owner. If there shall be more than one Lot Owner of any Lot, notice to any one of said Lot Owners of any Lot shall be sufficient. The notices shall be transmitted by regular mail, postage prepaid, addressed to the Owners at their last mailing address provided to the Developer. If no mailing address has been provided to the Developer, then said notice shall be addressed to the mailing address of the Lot. Notices shall be deemed given when deposited in a United States Post Office postage prepaid, addressed as hereinabove indicated.

3.4.2 Notice of Meeting of Association. Said Notice of Termination of Development Period shall specify the date when the Development Period will terminate, and shall further notify the Lot Owners of the date, place, and time at which the first meeting of The Association will be held. The notice shall specify that the purpose of The Association meeting is to elect new officers and The Board of The Association. Notwithstanding any other provision of the Articles or Bylaws of The Association to the contrary, for purposes of this meeting, the presence either in person or by proxy of the Owners of a majority of the Lots shall constitute a quorum. The Board and officers of The Association may be elected by a majority vote of said quorum. If a quorum shall not be present; the Development Period shall nevertheless terminate and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of The Association.

3.4.3 Developer's Reservation of Authority During Development Period. The Developer hereby has and does reserve for its successors or assigns, during the Development Period, all of the rights, powers and functions of The Association, The Board, and the ACC, thereof, which shall be exercised and/or performed by the Developer. The Developer shall appoint the initial Board Members who shall exercise the aforesaid rights during the Development Period.

### 3.5 The Association.

3.5.1 Membership. Each Lot Owner shall be a member of The Mediterranean Villas Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment. All members shall have rights and duties as specified in this Declaration, and The Articles of Incorporation and Bylaws.

3.5.2 Voting Rights. The Association shall have two (2) classes of voting membership.

Class A: Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot; all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: Class B members shall be the Developer and shall be entitled to three (3) votes for each lot owned.

3.6 Bylaws of Association. Bylaws fix the administration of The Association and the Property, and to further the intent of this Declaration, may be adopted or amended by the Owners at a regular or special meeting; provided that the initial Bylaws shall be adopted by The Board of Directors. In the event of any conflict between this Declaration and any Bylaws, the provisions of this Declaration shall prevail.

#### **ARTICLE 4 MANAGEMENT OF THE ASSOCIATION**

4.1 Administration of the Property. The Owners covenant and agree that the administration of the Property shall be in accordance with the provisions of this Declaration and the Bylaws of The Association which are made a part hereof. Administrative power and authority shall vest in a Board of Directors select and in accordance with the Bylaws.

4.2 Authority and Duties of the Board. On behalf and acting for The Association, The Board, for the benefit of the Property and the Owners, shall have all powers and authority permitted to The Board under this Declaration, including but not limited to the following:

4.2.1 Assessments. Levy, collect, and enforce the collection of, assessment, to defray expenses attributable to carrying out the duties and functions of The Association hereunder.

4.2.2 Fidelity Bonds. The Association may require any officer or employee of The Association handling or responsible for The Association funds to furnish adequate fidelity bonds, the premiums of such bonds to be paid by The Association.

4.2.3 Maintenance of Right-of-Ways. etc. To the extent deemed advisable by The Board, pay for the costs of maintaining and landscaping right-of-ways, plant islands, or other similar areas which are within or adjacent to the Property boundaries.

4.2.4 Property Management. The Association may enter into agreements with one or more qualified persons which provide for the maintenance and repair of the Common Area, collection of assessments, sending all required notices to Lot Owners, operation of Association meetings, and other regular activities of The Association; provided that, The Board may not delegate to said persons the duties which it is required by law to perform,

4.2.5 Contracting and Payment for Materials, Services, etc. Contract and pay for any materials, supplies, labor or services which The Board should determine are necessary or proper for carrying out its powers and duties under this Declaration, including legal, accounting, management or other services; provided that, if for any reason any materials, supplies, labor or services are provided for particular Lots or their Owners, the cost thereof shall be specially charged to the Owner of such lot (excluding such improvements for common use). The Board may pay the Declarant a reasonable fee for any services it performs on behalf of The Association.

4.2.6 Checks. Drafts etc. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of The Association shall be signed by such officer or officers, agent or agents, of The Association and in such manner as is from time to time determined by the Board.

4.2.7 Attorney-in-Fact. Each Owner, by the mere act of becoming an Owner, shall irrevocably appoint The Association as its attorney-in-fact, with full power of substitution, to take such action as reasonably necessary to promptly perform the duties of the Association and Board hereunder.

4.2.8 Adoption of Rules and Regulations. When and to the extent deemed advisable by the Board, to adopt reasonable rules and regulations governing the maintenance and use of the Common Area and the Property and other matters of mutual concern to the Lot Owners, which such rules and regulations shall not be inconsistent with this Declaration and the Bylaws and which shall treat all Owners fairly and on a non-discriminatory basis.

4.2.9 Additional Powers of Association. In addition to the duties and powers of The Association, as specified herein, and elsewhere in this Declaration, but subject to the provisions of this Declaration, the Association, acting through its Board, shall have the power to do all other things which may be deemed reasonably necessary to carry out its duties and the purposes of this Declaration.

## **ARTICLE 5**

### **ARCHITECTURAL CONTROL**

#### 5.1 Exterior Alteration. Repair. Construction.

5.1.1 Procedures. There shall be no exterior alterations, repairs to any TownHomes (including, without limitation, concrete or masonry walls, rockeries, fences, hedges) to be constructed, erected, placed or altered within the Property, and all exterior alterations and repairs (including, but not limited to, re-roofing or repainting) of any buildings or structures on the Property and visible from any public street or other Lot must be approved by the Board of Directors of the Association, or by an Architectural Control Committee (ACC) composed of three (3) or more representatives appointed by the Board; provided, until all of the Lots are sold with homes on them, the Declarant shall appoint the members of the ACC. References in this Article 5 to the ACC shall be deemed to include the ACC, the Board, or the Declarant, as circumstances may dictate. Complete plans and specifications of all such proposed buildings, structures, and exterior alterations and repairs, together with detailed plans showing the proposed location of the same on the particular building site and

other data requested by the ACC, shall be submitted to the ACC before construction, alteration or repair is started, Construction, alteration or repair shall not be started until written approval thereof is given by the ACC.

5.1.2 Workmanship and Materials. The ACC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with proposed or existing structures on neighborhood residential Lots or building sites, and as to location of the building with respect to topography, finish grade elevation and building setback restrictions.

5.1.3 Plans and Specifications. All plans and specifications for approval by the ACC must be submitted in duplicate prior to the proposed construction or exterior alteration or repair starting date. The ACC shall respond within 30 days from submittal. The maximum dimensions and specific materials of any building shall be established by the ACC as part of the plan approval and shall be given in writing together with the approval.

5.1.4 Architect/Designer/Contractor. The ACC may require that said plans or specifications be prepared by an architect or a competent house designer that is approved by the ACC. One complete set of said plans and specifications shall in each case be delivered to and permanently left with the ACC. All buildings or structures shall be erected or constructed, and all exterior alterations or repairs made, by a contractor, house builder or other person or entity approved by the ACC. The ACC shall have the right to refuse to approve any design, plan or color for such improvements, construction, or exterior alteration or repair visible from a public street or other Lot which is not suitable or desirable, in the ACC'S reasonable opinion, aesthetic or otherwise. Suitability of Design. In so passing upon such design, the ACC shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect or impact that said structures will have on the view or outlook of surrounding building sites, and any and all factors, which, in the ACC's opinion, shall affect the desirability or suitability of such proposed structure, improvements, or exterior alteration or repair.

5.1.2 Mailboxes. The ACC shall have the right to specify precisely the size, color and style of mailboxes, and of the post or support on which such mailboxes are affixed, and their location within the Property and or common area.

5.1.3 Declarant Status. Declarant (including any successor in interest to Declarant's status as Declarant) shall not be subject to the restrictions of Section 5.1 as to any Lot owned by Declarant.

5.2 Sales Facilities of Homebuilders). Notwithstanding any provision in this Declaration to the contrary, the Homebuilder(s) of said property (its agents, employees and contractors) shall be permitted with authorization from the ACC to maintain during the period of sale of Lots and/or Homes upon such portion of the Property as the Homebuilder(s) may choose, such facilities of the Homebuilder(s) may be reasonably required, convenient or incidental to the construction, sale or rental of Lots and Homes, including but not limited to, business offices, storage areas, signs, model units, sales offices, construction offices, and parking area for all prospective tenants or purchasers of the Homebuilder or Developer.

**ARTICLE 6**  
**USE AND MAINTENANCE OBLIGATION OF OWNERS**

6.1 Maintenance of Lots. Each Owner, at said Owner's sole cost and expense, shall promptly and continuously maintain, repair and restore said Owner's Lot home, all concrete driveways, walks, courtyards, patios leading to/around and other Board approved improvements located or attached (patio covers) thereon, in a good, clean, attractive, safe and sanitary condition and in full compliance with all applicable governmental laws, rules and regulations and the provisions of this Declaration and the rules and regulations of The Association.

6.2 Vehicles. I.e., private cars, All Terrain Vehicles, trailers, pickups, boats.

6.2.1 Parking-Owners. Each Owner has a single car garage and a two car driveway for a total of three personal parking spaces

6.2.2 Parking-Guests. Guest only parking is available on the street in between each TownHome at the curb only, leaving all driveway entries unobstructed. Additional parking for guests is located in areas designated 'Guest Parking Only'.

6.2.3 Parking Recreation. Any long-term storage shall be in the designated RV parking area only. Twenty-four hour short term parking allowed in driveways only.

6.2.4 Storage. No Owner shall store or allow any occupant or tenant to store any trailers, boats, motor homes, recreational vehicles of any type, trucks over two tons on any lot, driveway, or street (except those used by Declarant).

6.2.5 Maintenance/Inoperable, No Owner may keep any disabled or inoperable motor vehicles on the Property (including the streets) for more than forty-eight (48) hours unless they are completely within an enclosed garage. No owner shall work on, repair, in any manner any vehicle and/or equipment in any driveway and/or street. Violations shall subject such vehicles to public impound, at the expense and risk of the Owner.

6.3 Common Drives. Common drives, walks (if any) and paths (if any) shall be used exclusively for normal transit and no obstructions shall be placed thereon or therein except by express written consent of the Board.

6.4 Residential Use. All lots and improvements located thereon shall be used, improved and devoted exclusively to residential use. No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any Lot other than single-family dwellings for single-family occupancy (no more than one family to reside in any one TownHome). No Building shall exceed two stories.

6.4.1 Outside Storage. No Owner shall store anything on/in porch, patio, and courtyard areas other than items ussd to relax and enjoy such areas, i.e., chairs, tables, BBQs. Such items shall be removed during off-season.

6.5 Nuisances. No nuisance and/or noise shall be permitted to exist or operate upon any Lot or improvement thereon so as to be detrimental in any manner to any other Lot or Property in the vicinity thereof or to its occupants.

6.6 Restriction on Further Subdivision. No Lot or portion of a Lot in this plat shall be divided and sold or resold, or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use



district in which located; provided, the foregoing shall not prohibit deeds of correction, deeds to resolve boundary disputes and similar corrective instruments. Lots may be joined and joined Lots may subsequently be subdivided only into the Lots originally joined.

6.7 Garbage and Trash Removal. No Lot shall be used as a dumping ground for rubbish, trash or garbage. Garbage and trash containers shall be stored accordingly: end unit TownHome containers shall be placed in the garage or on the designated concrete pad on the side of such home. Units/TownHomes not on the ends of the building units: shall store containers in the garage. No containers shall be stored on/in courtyards, patios, driveways, or walkways for any length of time. No incinerators shall be allowed on any of the Lots.

6.8 Pets. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that cats, dogs, birds or other household pets may be kept if they are not kept, bred or maintained for any commercial purpose; and that such pets shall be kept in the home only. All pets must be attended and on leash outside of residence and any animal waste on any lots, common area and sidewalks, walks, or paths will be picked up upon defecation. Any violation of such TownHome owner shall be fined \$25.00 upon each occurrence. No fences, kennels, carriers of any sort, shall be erected for pets outside of home including porches, patio and courtyard areas. Animals shall not be allowed to roam loose.

6.9 Signs. No signs shall be displayed to the public view, inclusive of for rent. One sign of not more than four (4) square feet advertising the property for sale is permitted.

6.10 Renting and Leasing.

6.10.1 Restrictions. With respect to the leasing, renting, or creation of any kind of tenancy of a Lot and improvements thereon by its Owners; such Owner shall be prohibited from leasing or renting less than the entire Lot or improvements thereon for a term of less than one (1) year and all leasing or rental agreements shall be in writing and be subject to the Declaration, Articles and Bylaws (with a default of the tenant in complying with the Declaration, Articles and Bylaws constituting a default under the lease or rental agreement) with the exception of lender in possession of a Lot and improvements thereon following a default in a first mortgage, a foreclosure proceeding or any deed of trust sale or other arrangement in lieu of a foreclosure.

6.10.2 If a TownHome is rented by its Owner, the owner shall pay directly to The Association all dues when due. Payment will not be accepted through renter.

6.10.3 An Owner may not rent or lease a TownHome in any manner whatsoever without the prior written approval, of the Board of Directors.

6.11 Zoning Regulations. Zoning regulations, building regulations, environmental regulations and other similar governmental regulations applicable to the Properties subject to this Declaration shall be observed. In the event of any conflict between any provision of such governmental regulations and restrictions of this Declaration, the more restrictive provisions shall apply.

6.12 Business Use. No business of any kind shall be conducted on any Lot with the

exception of (a) the business of Declarant in developing and selling TownHomes on the Lots, and (b) home occupations approved by the Board of Directors, which shall not create excess traffic, parking problems, noise, or otherwise violate this Declaration. The Lot Owners shall comply with all of the requirements of the appropriate local government. No business materials, supplies or equipment shall be stored on any Lot within the view of another Lot, except for items relating to an improvement which is under construction in conformance with this Declaration.

6.13 Temporary Residence. No outbuilding, basement, tent, shack, garage, trailer or shed or temporary building of any kind shall be used as a residence either temporarily or permanently.

6.14 Antenna. Satellite Dish. No antenna, satellite dish larger than 18 inches in diameter, or height or similar equipment shall be affixed to any exterior wall, roof, or otherwise placed on any Lot. Approval of the Board or ACC must be obtained prior to any affixing.

6.15 Building Setback Requirements. All buildings and other Lot improvements shall comply with all applicable government requirements, including without limitation minimum setback requirements (per City of Pasco approval).

6.16 Oil and Mining Operations. No oil drilling, oil development operations, or refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mining excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

6.17 Sewage Disposal. No permanent private water well or septic tank system shall be permitted on any Lot.

6.18 Lot Size. No residential structure shall be erected or placed on any Lot which has a lot area of less than that required by the government entity having appropriate jurisdiction over the Property.

6.19 Completion of Improvements. Any improvements constructed on any Lot in the Property shall be completed as to external appearance, including finish painting, within 30 days from the commencement of construction except in the case of weather conditions in which case a longer period may be permitted (excluding TownHome original construction).

6.20 Mail Boxes. Each of the mailboxes shall be jointly owned and maintained by the Lot Owners with mailboxes located therein. All of the Owners who share a mailbox structure shall pay an equal portion of the cost of maintaining their mailbox structure in good condition.

6.21 Unsightly Conditions. No unsightly conditions shall be permitted to exist on any Lot. Unsightly conditions shall include, without limitation, laundry hanging or exposed in view for drying, litter, trash, junk or other debris; inappropriate, broken, or damaged furniture or plants; un-decorative gear, equipment; bicycles, cans, bottles, ladders, trash barrels, or other such items. Nothing, no awnings, air conditioning units, or other projections shall be placed on the exterior walls of any Housing Unit unless prior written approval shall have been obtained from the ACC.

6.22 Landscaping in Right-of-Way. Per common area.

6.23 Sidewalks. It shall be the responsibility of each lot owner to maintain the sidewalk in front of their lot.

6.24 Common Walls, Roofs, Exterior Walls, Soffits, Facia, and Trim (excluding windows, garage doors, doors, sliders, jams and sashes).

6.24.1 General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a common wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding common walls and liability for property damage due to negligence of willful acts or omissions shall apply thereto. This article shall also apply to roofs commonly shared.

6.24.2 Sharing of Repair and Maintenance. The cost of reasonable repair maintenance of common walls, exterior walls, roofs, soffits, facia, and trim, (excluding windows, garage doors, doors, sliders, jams and sashes) and roof shall be shared by, through, the Owners of The Mediterranean Association.

6.24.3 Destruction by Fire or Other Casualty. If a common roof or wall is destroyed or damaged by fire or other casualty, an Owner who has used the wall or roof may be liable to restore it per this declaration. If the other Owner thereafter makes use of the wall or roof, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, subject to the rights of any such Owner to call for a larger contribution from any other rule of law regarding liability for negligent or willful acts or omissions.

6.24.4 Right to Contribute Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

6.24.5 Arbitration. In the event of any dispute arising from a common wall or roof, or any other disputes under the provisions of this Article, each party shall chose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and shall be binding upon the owners.

6.25 Exterior Building Maintenance. Each Lot Owner shall be obligated to provide exterior maintenance on that portion of his own Lot not maintained by The Association, including the Unit, at his own expense. To this end, the Architectural Control Committee shall have the right to determine when such exterior maintenance is required in order to maintain the well-kept, neat appearance of all Lots. Such determinations shall include, but not be limited to:

- (1) Dwelling in need of repair, such as replacement of broken windows and doors.
- (2) Court yard, patio, patio covers, driveway, walkways, sidewalks in need of maintenance and upkeep.
- (3) Recreational vehicles, trailers or camper tops left on the real property shall be required to be removed as provided.
- (4) In the event that the Architectural Control Committee shall determine that a building containing more than one dwelling is in need of repair or that a roof needs replacing the ACC may also determine to what extent the repair affects each unit and allocate the responsibility for cost thereon on a percentage basis as each is affected.

In the case of replacement of a roof, the responsibility for the cost shall be allocated to each unit in the building based on square footage of the unit. In

the event the owner of any unit fails to pay his share of the cost for any repairs or replacements as and when required, the Association will be responsible therefore and shall pay the same. Upon payment being made, The Association may place a lien on the unit of the defaulting party recordable and foreclosable as mechanic's liens are recordable and enforceable under the laws of the State of Washington.

The Association, after approval by two-thirds (2/3) vote of the Board, shall have the right to notify a Lot Owner in writing of the maintenance required. -If no action is taken t;' the Lot Owner for a period of thirty days (30) after receipt of notice, The Association shall have the right to provide the maintenance in accordance to **the** above provisions.

The color of paint, roof, to be used on any building or fence must be approved by The Architectural Control Committee. If the Owner(s) of Unit(s) in any one building desire to change **the** color of the exterior from the existing color, all Unit Owners in said building must agree to the new color and it must be approved by the ACC. If all Unit Owners cannot agree to a new color, the building must be painted the same color as before subject to ACC approval.

Upon replacement or repair of roofs or the exterior, the material used and the color thereof must be approved by the Architectural Control Committee. If the Owners of the Units in any one building desire to change the color of the roof or change the roofing material, all Unit Owners in said building must agree to the new color or new roofing material and it must be approved by the ACC. If all Unit Owners cannot so agree, and if the change is not approved by the ACC, the roof will be replaced or repaired with the same material and the same color as before. The ACC shall requite and control the removal of trees. A Lot Owner shall not remove any trees from that portion of a Lot maintained by a Lot Owner without first securing the written approval of the ACC or Board. In no event shall a Lot Owner remove trees from that portion of a Lot maintained by The Association or from the Common Area.

## **ARTICLE 7** **ASSESSMENTS**

7.1 Manner and Time of Payment. Assessments shall be payable in such reasonable manner as the board shall designate. Any assessment or installment thereof which remains unpaid for at least fifteen (15) days after the due date thereof shall bear interest at the rate of twelve percent (12%) per annum. The Board may also assess a late charge in the amount not exceeding fifteen percent (15%) of any unpaid assessment which has been delinquent for more than fifteen (15) days.

7.2 Waiver of Homestead. Each Owner hereby waives, to the extent of any liens created pursuant to this Article, the benefit of any homestead or exemption law in effect at the time any assessment or installment thereof becomes delinquent or any lien is imposed pursuant to the terms hereof.

7.3 Special Assessments. In addition to the general assessments authorized by this Article, the Association may levy a special assessment or assessments at any time against any or all Lot owners, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, or replacement of a described capital improvement or building(s) or commonly used areas, including necessary fixtures, and personal property related

thereto, or for such other purpose as The Association may consider appropriate provided, however, that any such assessment must have the prior favorable vote of Owners of two-thirds (2/3) of the Lot Owners' votes, per meeting or by mail or such majority percent of such building(s) that may warrant such assessment. The amount of each Owner's special assessment for any year shall be the total special assessment for such year, divided by the total number of Lots in or specific building(s) of the property at the time the special assessment is levied.

7.4 Certificate of Assessment. A certificate executed and acknowledged by the treasurer or the president of the board, or an authorized agent thereof if the president nor the treasurer is unavailable, stating the indebtedness for the assessments and charges for lack thereof secured by the assessment lien upon any lot shall be conclusive upon The Association as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith. Such a certificate shall be furnished to any owner or any encumbrance of a lot within a reasonable time after request, in recordable form, at a reasonable fee. Unless otherwise prohibited by law, any encumbrancer holding a lien on a lot may pay any unpaid assessments or charges with respect to such lot and, upon such payment; shall have a lien on such lot for the amounts paid of the same rank as the lien of his encumbrance.

7.5 Foreclosure of Assessment Lien: Attorneys' Fee and Costs. The Board or authorized agent(s), on behalf of the association, may initiate action to foreclose the lien of, or collect, any assessment. In any action to foreclose the lien of, otherwise collect, delinquent assessments or charges, any judgment rendered in favor of The Association shall include a reasonable sum for attorneys' fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, in addition to taxable costs permitted by law.

7.6 Curing of Default. The board shall prepare and record a satisfaction and release of the lien for a notice of assessment has been filed and recorded in accordance with this article upon timely payment or other satisfaction of all delinquent assessments set forth in the notice, and other assessments which have become due and payable following the date of such recordation with respect to the lot as to which have become due and payback following the date of such recordation with respect to the lot as to which such notice of assessment was recorded, together with all costs, late charges and interest which have accrued hereon. A fee of fifty dollars (\$50) covering the cost of preparation and recordation shall be paid to The Association prior to such action. The satisfaction of lien created by the notice of assessment shall be executed by the president or treasurer of The Association or by any authorized representative of The Board. For the purpose of this paragraph, the term 'costs' shall include any expenses actually incurred or expended by The Association in correction with the cost of preparation and recordation of the notice of assessment and in efforts to collect the delinquent assessments secured by the lien and a reasonable sum for attorneys' fees.

## **ARTICLE 8**

### **COMPLIANCE WITH DECLARATION**

8.1 Enforcement.

8.1.1 Compliance. Each Owner, Board member and The Association shall comply strictly with the provisions of this declaration and with the Bylaws and administrative rules and regulations adapted by The Association (as the same

may be lawfully amended from time to time). Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board (acting through its officers on behalf of the Association and the Owners), or by the aggrieved Owner on his own against the party (including an Owner or the Association) failing to comply.

8.1.2 Attorney's Fees. In any action to enforce the provisions of Sections 8.1.1 or 8.1.2 or any other provision of this Declaration, the Articles or the Bylaws, the prevailing party in such legal action shall be entitled to an award for reasonable attorneys' fees and all costs and expenses reasonably incurred in preparation for or prosecution of said action, in addition to taxable costs permitted by law.

8.2 No Waiver of Strict Performance. The failure of the Board, or Declarant, as applicable, in any one or more instances to insist upon or enforce the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or of any Bylaws or administrative rules or regulations, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. No waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

8.3 Right of Entry. Violation of any of the provisions hereof shall give to Declarant its authorized agent(s), its successors, or The Association, the right to enter upon the Property as to which such violation exists and to abate, correct and remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exists thereon contrary to the provisions hereof. Such entry shall be made only after three (3) days' notice to said Owner and with as little inconvenience to the Owner as possible, and any damage caused thereby shall be repaired by the Association. Declarant, its successors, or the Association shall not be deemed guilty of any manner of trespass by such entry, abatement, or removal.

8.4 Remedies Cumulative. The remedies provided are cumulative, and the Board may pursue them concurrently, as well as any other remedies which may be available under law although not expressed herein.

## **ARTICLE 9 LIMITATION OF LIABILITY**

9.1 No Personal Liability. So long as a Board member, an Association committee member, an Association officer, or authorized agent(s) has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be processed by such person, no such person shall be personally liable to any Owner, or other party, including The Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, negligence (except gross negligence), any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity; PROVIDED, that this Section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance or bonds obtained by the Board pursuant to Section 4.2.2 or Article 14 hereof.

9.2 Indemnification. Each Board member or Association committee member, or Association Officer, and their respective heirs and successors, shall be indemnified by The Association against all expenses to which he may be a party, or in which he

may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred except in such cases wherein such person is adjudged guilty of intentional misconduct, or gross negligence or a knowing violation of law in the performance of his duties, and except in such cases where such person has participated in a transaction from which said person will personally receive a benefit in money, property, or services to which said person is not legally entitled: PROVIDED, that; in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of The Association. Nothing contained in this Section 9.2 shall, however, be deemed to obligate The Association to indemnify any Member or Owner of a Lot who is or has been a Board member or officer of The Association with respect to any duty or obligations assumed or liabilities incurred by him/her under and by virtue of the Declaration as a Member or Owner of a Lot.

## **ARTICLE 10 MORTGAGEE PROTECTION**

10.1 Priority of Mortgages. Notwithstanding all other provisions hereof, the liens created under this Declaration upon any Lot for assessments shall be subject to tax liens on the Lot in favor of any assessing unit and/or special district and be subject to the rights of the secured party in the case of any indebtedness secured by first lien Mortgages which were made in good faith end for value upon the Lot. Where the Mortgagee of Lot, or other purchaser of a Lot, obtains possession of a Lot as a result of Mortgage foreclosure or deed in lieu thereof, such possessor and his successors and assigns, shall be liable for the share of any assessment by The Association chargeable to such Lot which becomes due prior to such possession and will also be liable for any assessment accruing after such possession. Such unpaid share of common expenses or assessments shall be deemed collectible from all of the Lot owners including such possessor, his/her successor and assigns.

10.2 Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such mortgage. Any provision of this Article conferring rights upon Mortgagees which is inconsistent with any other provision of this Declaration shall control over such other inconsistent provisions.

10.3 Right of Lien Holder. A breach of any of the provisions, conditions, restrictions, covenants, easements or reservations herein contained shall not affect or impair the lien or charge of any bona fide Mortgage made in good faith and for value on any Lots; provided, however, that any subsequent Owner of the Lot shall be bound by these provisions whether such Owner's title was acquired by foreclosure or trustee's sale or otherwise.

10.4 Copies of Notices. If the first Mortgagee of any Lot has so requested The Association in writing, The Association shall give written notice to such first Mortgagee that an Owner/mortgagor of a Lot has for more than sixty (60) days failed to meet any obligation under this Declaration. Any first Mortgagee shall, upon written request also be entitled to receive written notices of all meetings of The Association and be permitted to designate a representative to attend all such meetings.

10.5 Furnishing of Documents. The Association will make available to prospective purchasers, Mortgagees, insurers, and guarantors, upon request; current copies of

the Declaration, Bylaws, and other rules governing the Property, and the most recent balance sheet and income/expense statement for the Association, if any has been prepared.

**ARTICLE 11**  
**EASEMENTS AND SPECIAL TRACTS**

11.1 Association Functions. There is hereby reserved to Declarant and The Association, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of The Association as are set forth in the Declaration or in the Bylaws and rules and regulations adopted by The Association.

11.2 Utility Easements. On each Lot, easements are reserved as provided by the Plat Map and applicable laws, ordinances and other governmental rules and regulations for utility installation and maintenance, including but not limited to, underground electric power, telephone, cable, water, sewer, drainage, gas, and accessory equipment, together with the right to enter upon the Lots at all times for said purposes. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements area of each Lot. All improvements shall be maintained continuously by the Owner and or The Association, per this declaration, of the Lot except for those improvements for which a public authority or utility company is responsible.

**ARTICLE 12**  
**TERM OF DECLARATION:**  
**ABANDONMENT OF SUBDIVISION STATUS**

12.1 Duration of Covenants. The covenants contained herein shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument executed in accordance with Section 13.1 below shall be recorded, abandoning or terminating this Declaration.

12.2 Abandonment of Subdivision Status. The Association shall not, without the prior written approval of the governmental entity having jurisdiction over the Property and without prior written approval of one hundred percent {100%} of all first Mortgagees (based upon one vote for each first Mortgage owned) and Owners (other than the sponsor or developer) of record, seek by act or omission to abandon or terminate the Subdivision status of the Property as approved by the governmental entity having appropriate Jurisdiction over the Property.

**ARTICLE 13**  
**AMENDMENT OF DECLARATION, PLAT MAP**

13.1 Plat Map. Except as otherwise provided herein, the Plat Map may be amended by revised versions or revised portions thereof referred to and described as to affect in an amendment to the Declaration adopted as provided for in Section 13.2 Copies of any such proposed amendment to the Plat Map shall be made



available for the examination of every Owner, also refer to 13.4. Such amendment to the Plat Map shall be effective, once properly adopted, upon having received any governmental approval required by law and recordation in the appropriate city or county office in conjunction with the Declaration amendment

13.2 Amendments to Conform to Construction. Declarant; upon Declarant's sole signature, and as an attorney-in-fact for all Lot Owners with an irrevocable power coupled with an interest, may at anytime, until all Lots have been sold by Declarant's file an amendment to the Declaration and to the Plat Map to conform data depicted therein to improvements as actually constructed and to establish, vacate, and relocate utility easements and access road easements.

13.3 Amendments to Conform to Lending Institution Guidelines. So long as Declarant continues to own one or more Lots, Declarant, on his signature alone, and as an attorney-in-fact for all Lot Owners with an irrevocable power coupled with an interest, may file such amendments to the Declaration and Plat Map as are necessary to meet the then requirements of: Federal National Mortgage Association, Veterans Administration, Federal Home Loan Mortgage Corporation, or other agencies, institutions or lenders providing financing and/or title insurance within the Property; or the governmental agencies having jurisdiction over the Property.

13.4 Article 15 Amendments. Declarant, upon Declarant's sole signature, and as an attorney-in-fact for all Lot Owners with an irrevocable power coupled with an interest, may at any time, until all Lots have been sold by Declarant, file such amendments to the Declaration and Plat Map as are necessary in the exercise of Declarant's powers under Article 15.

#### **ARTICLE 14** **INSURANCE**

The Board shall have authority in the exercise of its discretion to obtain and maintain from time to time as a common expense, bonds of fidelity coverage for The Association Board members (including Declarant), officers, employees or agents; and such other insurance as the Board may deem advisable or as may be required by the Federal National Mortgage Association, Federal Home Loan Mortgage Association, Veterans Administration or similar agencies or lending institutions.

#### **ARTICLE 15** **ANNEXATION OF ADDITIONAL PROPERTIES**

15.1 Annexation by Declarant. Although not obliged to do so, Declarant reserves the right to develop as single family residential subdivisions additional lands which would be in addition to and would be nearby the land described in Exhibit "1". At any time within ten (10) years of the date of recording of this Declaration, Declarant may cause all or any portion of such additional lands to be annexed to the existing Property without the assent of the members of The Association; PROVIDED, however, that the annexation of additional lands described in this Section shall be adjacent to the then existing Property. Such additional Lands shall be deemed "adjacent" to the existing Property even if separated therefrom by land which; is owned by Declarant; The Association or the Lot Owners as, tenants-in-common; or is owned by or dedicated to the public or a governmental agency or instrumentality; or is available for the use a benefit of The Association or Lot Owners by easement or otherwise.

15.2 Non-Declarant Annexations. Annexation of additional properties (other than Declarant; annexations provided for in Section 15.1 hereof), shall require the assent of two-thirds (2/3) of the members of The Association, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. At this meeting the presence of members or of proxies entitled to cast sixty percent (60%) of the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the proceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event two-thirds (2/3) of the members are not present in person or by proxy, members not present may give their written consent to the action taken there at Until all Class B memberships terminates, annexation of Additional Properties under this Section shall also require the prior written approval of the Declarant.

## **ARTICLE 16** **MISCELLANEOUS**

### 16.1 Notices.

16.1.1 Delivery of Notices and Documents. Any written notice, or other document as required by this Declaration, may be delivered personally or by mail. If by mail, such notice, unless expressly provided for herein to the contrary with regard to the type of notice being given, shall be deemed to have been delivered and received forty-eight (48) hours after a copy thereof has been deposited in the United States mail, postage prepaid, addressed as follows:

- (a) If to an Owner, other than Declarant, to the mailing address of such Owner maintained by The Association, pursuant to the Bylaws.
- (b) If to Declarant; whether in its capacity as an Owner, or in any other capacity, the following address (unless Declarant shall have advised, the Board in writing of some other address), 8390 West Gage Blvd. Suite 106, Kennewick, Washington 99336.
- (c) Prior to the organizational meeting, notices to The Association shall be addressed to the address set forth in (b) above. Thereafter, notices to the Association shall be addressed to an address to be posted by The Association at all times in a conspicuous place, or to the official mailing address furnished by notice from The Association. In addition, from and after the organizational meeting, notice of the address of The Association shall be given by the Board to each Owner, within a reasonable time after the Board has received actual notice of such Owner's purchase of a lot.

16.2 Conveyances: Notice Required. The right of an Owner to sell, transfer, or otherwise convey his Lot shall not be subject to any right of approval, disapproval, first refusal, but notification is required to by The Association or the Board, or anyone acting on their behalf. If a Lot is being sold, the Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid assessments and charges outstanding against the Lot; whether or not such information is required. There shall be a \$35.00 charge for copies of CCRS, By Laws, and The Association Financial standing, if available, to be paid to The Association by Seller of such TownHome.

16.3 Successor and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Declarant and the heirs, personal representatives, grantees, lessees, sublessees and assignees of the Owners.

16.4 Joint and Several Liability. In the case of joint ownership of a Lot/TownHome, the liability of each of the Owners hereof in connection with the liabilities and obligations of Owners, set forth in or imposed by this Declaration, shall be joint and several.

16.5 Mortgagee's Acceptance.

16.5.1 Priority of Mortgage. This Declaration shall not initially be binding upon any Mortgagee of record at the time of recording of said Declaration but shall be subject and subordinate to said Mortgage.

16.5.2 Acceptance Upon First Conveyance. Declarant shall not consummate the conveyance of title of any Lot; TownHome until said Mortgagee shall have accepted the provisions of this Declaration and made appropriate arrangements for partial release of Lots from the lien of said Mortgage, when and if applicable. The issuance and recording of the first such partial release by said Mortgagee shall constitute its acceptance of the provisions of this Declaration and the status of the Lots remaining subject to its Mortgage as well as its acknowledgement that such appropriate arrangements for partial release of Lots has been made; provided, that; except as to Lots so released, said Mortgage shall remain in full effect as to the entire Property.

16.6 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision; or portion thereof shall not affect the validity or enforceability of any other provision hereof.

16.7 Effective Date. The Declaration shall take effect upon recording.

16.5.2 Acceptance Upon First Conveyance. Declarant shall not consummate the conveyance of title of any Lot; TownHome until said Mortgagee shall have accepted the provisions of this Declaration and made appropriate arrangements for partial release of Lots from the lien of said Mortgage, when and if applicable. The issuance and recording of the first such partial release by said Mortgagee shall constitute its acceptance of the provisions of this Declaration and the status of the Lots remaining subject to its Mortgage as well as its acknowledgement that such appropriate arrangements for partial release of Lots has been made; provided, that; except as to Lots so released, said Mortgage shall remain in full effect as to the entire Property.

16.6 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision; or portion thereof shall not affect the validity or enforceability of any other provision hereof.

16.7 Effective Date. The Declaration shall take effect upon recording.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first hereinabove written.

DECLARANT: Fred Giacci  
FORTUNATO INC.  
A Washington Corp.



Benton

COUNTY OF FRANKLIN

On this 1st day of August 2002 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Fred Giacci to me personally known (or proven on the basis of satisfactory evidence) to be the President of Fortunato, Inc., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned. Fred Giacci was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and seal hereto affixed certificate above written.

Diane B. Carstens

30 28

**EXHIBIT "1"  
FORTUNATO, INC.**

LEGAL DESCRIPTION OF LAND  
THE MEDITERRANEAN VILLAS

**TRACT 1**

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., CITY OF PASCO, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

THE NORTH 526 FEET OF THE SOUTH 1,610 FEET OF THE EAST 422 FEET OF THE WEST 462 OF SAID NORTHWEST QUARTER. INCLUSIVE WITHIN THE ABOVE: BINDING SITE PLAN, LOTS- 1, 2, 3, 4, & 5,

EXCEPTING THEREFROM ROAD RIGHT OF WAYS.

TRACT 2

THAT PORTION OP THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., CITY OF PASCO, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS; THE NORTH 526 FEET OF THE SOUTH 1,610 FEET OP THE EAST 490 FEET OF THE WEST 952 OF SAID NORTHWEST QUARTER.

EXCEPTING THEREFROM ROAD RIGHT OF WAY.

TRACT 3

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M., CITY OF PASCO, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

THE NORTH 526 FEET OF THE SOUTH 1,610 FEET OF THE EAST 630 FEET OF THE WEST 1582' OF SAID NORTHWEST QUARTER. TOGETHER WITH THE NORTH 526 FEET OF THE SOUTH 1,610 FEET OF THE EAST 995 FEET OF THE WEST 2,637 FEET OF SAID NORTHWEST QUARTER.

EXCEPTING THEREFROM THE NORTH 38.40 FEET OF THE SOUTH 1,122 FEET OF THE EAST 320 FEET OF THE WEST 2,637 FEET OF SAID NORTHWEST QUARTER.

**THE ABOVE DESCRIBED TRACTS/PARCELS MAY VARY, IN DIMENSION, UPON ACTUAL CLOSING AND RECORDATION.**