



AFTER RECORDING MAIL TO:

SR Homes LLC
6601 W. Deschutes Ave, Ste A
Kennewick, WA 99336

Reference numbers of related documents:

Grantor(s): SR Homes, L.L.C., a Washington Limited Liability Company

Grantee(s): SR Homes, L.L.C., a Washington Limited Liability Company

Abbreviated Legal Description: Section 10, Township 8, Range 29 Quarter SW Plat
CHERRY BLOSSOM MEADOWS

Additional Legal:

Assessor's Tax Parcel ID Number: 110893030000001, 110893030000002,
110893030000003, 110893030000004, 110893030000005, 110893030000006,
110893030000007, 110893030000008, 110893030000009, 110893030000010

DECLARATION OF COVENANTS FOR COMMON ELEMENTS

THIS DECLARATION is by and between **SR HOMES, L.L.C.**, a Washington Limited Liability Company, hereinafter referred to as "Declarant" or "Developer".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Benton, State of Washington, which is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference.



WHEREAS, Declarant will convey said properties subject to certain protective covenants, conditions, restrictions, reservations, easements, rights of access, agreements, liens and charges as hereinafter set forth.

THEREFORE, Declarant hereby declares that all of the property described in Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants, agreements and conditions, all of which are for the purpose of enhancing and protecting the value, access, desirability and attractiveness of the real property. These easements, covenants, restrictions, agreements and conditions shall run with the real property, shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, shall inure to the benefit of each owner thereof, and are in addition to any other easements, covenants, restrictions and conditions of record.

Article I. Definitions

- 1.1 **Owner**. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title, but excluding those having such an interest merely as security for the performance of an obligation.
- 1.2 **Home**. "Home" shall mean and refer to any plot of land shown upon the recorded subdivision map of these properties together with the residence located upon such land including the Common Elements as defined herein.
- 1.3 **Declarant**. "Declarant" shall mean and refer to SR Homes, LLC, its heirs, successors and assigns.
- 1.4 **Common Wall**. "Common Wall" shall mean and refer to each wall built as a part of the original construction of the homes and placed on the dividing line between the lots.
- 1.5 **Common Roof**. "Common Roof" shall mean and refer to the commonly shared roof that is part of the original construction of the homes.
- 1.6 **Common Elements**. "Common Elements" shall mean and refer to the common roof and common wall as defined above, and the common foundation shared by any Owners of Homes.

Article II. Maintenance and Alteration

- 2.1 **Alteration of Common Elements**. Nothing shall be altered or constructed in or removed from any Common Element except with the prior written consent of the other owners of the common element. In order to preserve the uniform exterior appearance of the Homes, no Owner may modify, decorate or paint the Common Elements, the exterior of the Homes, or screens, doors, awnings or other portions of any Home visible from outside the Home without the prior written consent of the other Owners.



2.2 Maintenance of Common Elements. The cost of reasonable repair and maintenance of the Common Elements shall be shared by the Owners who make use of the wall in proportion to such use. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. If a common roof, wall or foundation is destroyed or damaged by fire or other casualty, the cost to restore it shall be shared by the Owners who make use of the wall in proportion to such use, subject, however, to the rights of any Owner to call for contribution from any Owner whose negligent or willful acts or omissions caused all or part of the destruction.

2.3 Maintenance of Homes. Each Owner shall, at the Owner's sole expense, keep the interior and exterior of his or her Home and its equipment, appliances and appurtenances in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of the Home. Each Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, fans, heating or cooling equipment, electrical fixtures or appliances which are in the Home or portions thereof that serve that Home only, and shall replace any glass in the windows and in the exterior doors of the Home that become cracked or broken. Each Owner may make any improvements or alterations to his or her Home that do not affect the structural integrity, mechanical or electrical systems, or lessen the support, of any portion of the Homes, **provided, however,** that such improvements or alterations are made by Owner in compliance with all applicable building codes, rules, regulations and ordinances of any governmental entity having jurisdiction over the Home.

Article III. Remedies

3.1 Remedies for Violation. For a violation or a breach of any of these covenants by any person, the Declarant or any Owner shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure promptly to enforce any of the covenants shall not bar their enforcement.

3.2 Remedies Cumulative. Remedies provided by this Declaration are in addition to, cumulative with, and are not in lieu of other remedies provided by law. There shall be, and there is hereby created and declared to be, a conclusive presumption that any violation or breach or attempted violation or breach of the covenants, conditions and restrictions herein cannot be adequately remedied by an action at law or exclusively by recovery of damages.

3.3 Covenants Running with the Land. The covenants, conditions, restrictions, agreements, liens, easements, enjoyment rights and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or otherwise occupying any portion of the Properties, their heirs, executors, administrators, successors, grantees and assigns. All instruments granting or conveying any interest in any Lot and all leases or subleases shall refer to this

Declaration and shall recite that it is subject to the terms hereof as if fully set forth therein. However, all terms and provisions of this Declaration are binding upon all successors in interest despite an absence of reference thereto in the instrument of conveyance, lease or sublease.

3.4 Alteration. In addition to meeting the other requirements of the Declaration and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his Home in any manner which requires the extension or other alteration of any party wall shall first obtain written consent of the common Owner.

3.5 Non-Waiver. No waiver of any breach of this Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition or restriction.

3.6 Attorney's Fees. In the event of a suit or action to enforce any provision of this Declaration, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, and all attorney's fees that the prevailing party has incurred in connection with the suit or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses and attorney's fees incurred in connection with any appeal from the decision of a trial court of any appellate court.

3.7 Interpretation. The captions of the various articles, sections and paragraphs of this Declaration are for convenience of use and reference only and do not define, limit augment or describe the scope, content or intent of this Declaration or any parts of this Declaration. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a legal entity when the context so requires. The single number includes the plural whenever the context so requires.

3.8 Severability. Invalidation of any one of these covenants, conditions, restrictions, easements or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.

3.9 Notices. All notices, demands or other communications ("Notices") permitted or required to be given by this Declaration shall be in writing and shall be deemed given three (3) days after the date of mailing thereof, or on the date of actual receipt, if sooner; otherwise, Notices shall be deemed given on the date of actual receipt. Notices shall be addressed to the last known address of the addressee.

3.10 Applicable Law. This Declaration shall be construed in all respects under the laws of the State of Washington.

IN WITNESS WHEREOF, this Declaration is executed on this 15th day of _____

May, 2006.



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Benton County

EXHIBIT A

Lots 1 through 10, Cherry Blossom Meadows No. 2, according to the Plat thereof recorded in Volume 15 of Plats, Page 222, records of Benton County, Washington.