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Marc Rogers
GRMP LLC
3815 SE Ankeny St.
Portland, Oregon 97214

MAY 17 2006

TIME 2:15 PM

REQUEST OF Alliance Title

ELAINE JOHNSTON, ASOTIN COUNTY AUDITOR

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WESTRIDGE VIEW ESTATES, A PLANNED SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTRIDGE VIEW ESTATES, A PLANNED SUBDIVISION, (the "Declaration") is made on May 15th, 2006 by GRMP LLC, (hereinafter referred to as "Declarant") effective upon the date of recordation of this instrument in the real property records of Asotin County, Washington.

RECITALS:

- A. Declarant is the owner of certain real property located in Asotin County, Washington which is described on **Exhibit A**, attached here to and by this reference made a part hereof.
- B. Declarant has created a planned subdivision known as Westridge View Estates (the "**Subdivision**"), composed of the property described on **Exhibit A**, which Subdivision shall be subject to this Declaration which is recorded by Declarant for that purpose. A plat of the Subdivision has been recorded in the real property records of Asotin County, Washington on May 1, 2006 under Asotin County Auditor's Instrument No. 290914.
- C. Declarant has deemed it desirable for the preservation of the value and desirability of the real property in the Subdivision, to subject the real property in the Subdivision to the following covenants, conditions, and restrictions to promote the health, safety, and welfare of the Subdivision.
- D. Declarant is creating a homeowner's association ("HOA") in which all lot owners of the Subdivision are required to be members.

NOW, THEREFORE, the Declarant hereby declares that each parcel of real property in the Subdivision shall be sold, conveyed owned and occupied subject to the provisions of this Declaration. Each person or entity, upon acceptance of a deed or land sale contract to purchase, covenants and agrees to comply with said provisions of this Declaration.

1. Recitals

The recitals set forth above are incorporated by this reference.

2. Covenants to run with the Land

All of the Covenants contained in this instrument shall run with the land described in the Subdivision. No land, parcel, or lot within the Subdivision shall be conveyed, except subject to this Declaration. The Declaration is declared inserted by reference in any and all deeds to any part of the Subdivision. The Declaration is for the benefit of the owners of land within the Subdivision.

3. Homeowner's Association; Assessments Constitute Liens

The owners of any lot in the Subdivision shall be bound by the articles of incorporation and the bylaws of the HOA. Dues and assessments as levied in accordance with the bylaws and articles of incorporation of the HOA shall constitute a lien against the lots in the Subdivision and can be enforced by the HOA in the manner provided by the laws of the State of Washington for the foreclosure of liens, including interest on the amount due together with reasonable attorney fees.

4. Architectural Review Committee

There is hereby established an Architectural Review Committee ("**ARC**") for the Subdivision. The ARC shall have powers and duties as provided herein.

4.1 Members

There shall be Three (3) or more members of the ARC. The Declarant shall serve as or appoint the initial ARC, who shall serve until the last home is built or any earlier time Declarant chooses. At such time, the Declarant shall turn administrative control of the ARC to the HOA and, following such date, Declarant will no longer have any responsibility or right to serve on or appoint the ARC. Determinations to be made by the ARC shall be final and may not be overturned by legal action except in the case of fraud, bad faith, or failure to exercise honest judgment by so many members of the ARC as would result in a different result if the actions of the members engaged in fraud, bad faith, or failure to exercise honest judgment was disregarded. The burden shall be on the party alleging such fraud, bad faith or failure to exercise honest judgment to prove the existence of facts establishing the fraud, bad faith or failure to exercise honest judgment by clear and convincing evidence. Following Declarant's turning over administrative control of the ARC to the HOA, all subsequent members of the ARC shall be members of the HOA.

4.2 Prior Approval Plans

No owner of any land within the Subdivision shall erect, place or alter any building or other structure, in this Property until the building, plans, specifications, including but not limited to exterior design, color and plot plan have been approved in writing by the ARC. The ARC review shall include, but be not limited to, review of the size, conformity, value, location, and harmony of the external design with the existing structures in the Subdivision, and as to the location of the building with respect to the topography and finished ground elevation.

4.3 All plans and applications submitted to the ARC shall be reviewed by the ARC. Plans and applications will be approved only by written approval of the ARC.

5. Building Materials

All building materials to be incorporated into the structure of any single family dwelling or other structure in the Subdivision may be regulated by the ARC. The following materials and standards shall be required on structures within the Subdivision unless other materials or standards are approved in advance by the ARC:

- 5.1.1 All roofing materials shall be of slate, clay, or tile, or a thirty (30) year or better composition architectural shake with ridge caps. Ridgeglass and Dura Ridge are pre-approved ridge caps.
- 5.1.2 All siding materials shall be natural wood, brick, stone or laminate backed vinyl siding. If other man-made lap siding materials are used, the material must be pre-approved by the ARC, but Hardi Plank siding is the preferred lap siding material. Siding material must be nailed on 16 inch centers. No T1-11 or other vertical plywood type siding will be applied.
- 5.1.3 All exterior finishes shall be approved in advance by the ARC. Approval of bright colors will not be granted. Earth tone colors are preferred. A minimum of twenty percent (20%) of front elevation (not counting windows and doors) must consist of brick, masonry stone, dryvit (e.f.i.s.), or other design features, such as porches, decorative rails, posts, columns, or siding material acceptable to ARC.
- 5.1.4 Forced air heating and radiant heat will be the preferred methods of heating the living areas of all single family dwellings in the Subdivision. Electric baseboard heaters and wall heaters shall not be incorporated into the living area of any single family dwelling in the Subdivision without the written prior approval of ARC.

The ARC may, from time to time, provide written guidance to owners concerning approved building materials and techniques. Such written guidance may include a list of pre-approved substitute materials for roofing and siding, together with the approved applications of those materials.

6. Exemptions

The following lots either have presently constructed structures or contemplated structures which, in accordance with the terms of this paragraph, shall be exempted from portions of the Declaration as follows:

6.1 Lots 22 and 23 of the Subdivision contain a home which has been completed and a shop which is anticipated to be built. The home as it is presently constructed is in conformance with Paragraphs 5 and Section 7.1 of the Declaration and has been approved by the Declarant without further approval of the ARC as otherwise required by Paragraph 4. The shop to be constructed is exempted from the size conditions as set forth in Section 9.1 of the Declaration.

6.2 On lot 5 the existing outbuildings are exempted from Paragraphs 4, 5 and 9 of the Declaration.

6.3 On lot 54 the existing home and outbuilding are exempted from Paragraphs 4, 5 and 9 of the Declaration.

6.4 In the event any of the structures designated in Sections 6.1 through 6.4 above are destroyed, any replacement structure shall meet with the then-existing Declaration.

7. Completion of Improvements

All structures (including flat work and landscaping) constructed within the Subdivision shall be erected and completed within twelve (12) months after the commencement of construction. All remodeling, reconstruction, or enhancement of structures shall be completed within twelve (12) months of the commencement of construction. Commencement of construction shall be deemed to be the date upon which a building permit was first issued for the construction or, if no building permit was obtained, the date on which lot clearing, demolition or remodeling commenced.

Breach of this provision will result in a fine imposed on the offending lot owner by the Declarant or HOA. The minimum fine shall be Five Hundred Dollars (\$500.00) per month or part of a month in which any structure is deemed incomplete by the Declarant or HOA after twelve (12) months following commencement of construction. Such fines shall be lienable and subject to the provisions of Paragraph 3 of the Declaration.

8. Location of Improvements

All structures constructed within the subdivision shall be erected and completed in accordance with the Declaration and other relevant government rules and ordinances.

9. Use Restrictions and Obligations

9.1 Size of Structures

All buildings within the Subdivision shall be single family residences or ancillary structures customarily constructed in conjunction with a single family residence. No multiple unit structures shall be built within the Subdivision.

No dwelling house shall be commenced, erected or completed which occupies fewer square feet of livable floor area than is specified in the following table:

ONE STORY . . . a minimum of 1800 square feet, plus a two car garage.

TWO STORY . . . a minimum of 2,600 square feet, with a minimum of 1,600 square feet on main level, exclusive of garage, porches or basement. The dwelling shall include a garage, with adequate square footage for at least two automobiles.

All dwellings shall include a garage, with adequate square footage for at least two automobiles. All setbacks are to comply with applicable government laws and rules. Two story houses shall be allowed on Lots determined by the ARC. The height and roof pitch of any home regardless of the number of stories shall be subject to the approval of the ARC. The ARC shall approve all detached shop buildings. All detached shop buildings shall be constructed of similar exterior materials as the single family residence and shall not exceed the main dwelling in height. Height and sq. footage standards shall be consistent with Asotin County standards. Any variation from this standard shall be reviewed by the ARC before application to Asotin County for a variance.

9.2 Interference with Other Lots

Owners or occupants within the Subdivision shall not engage in nor continue uses that unreasonably interfere with the use of other lots within the Subdivision. Such interference can be monitored or enforced by affected homeowners. The following activities shall conclusively be deemed to unreasonably interfere with the other lots in the Subdivision:

- 9.2.1 Construction and maintenance of flag poles more than eighteen (18) feet tall, radio transmission and reception towers and antenna;
- 9.2.2 Construction and maintenance of exterior radio and television antennae and other receptors (satellite dish type antennae larger than 24 inches in diameter must be screened from street view in the Subdivision);
- 9.2.3 Outdoor laundry visible from a street;
- 9.2.4 Placement of a window or wall-mounted air conditioning unit visible from any street; and
- 9.2.5 No high output exterior lighting, including but not limited to mercury vapor and halide lights.
- 9.2.6 No dirt bike, BMX, or motor cross tracks shall be allowed on any lot.

9.3 Landscape, Hedges, Drainage, Trees and Fences

All front and side yards including landscape strips, in the right of ways, between improved access roads and property lines must be completely landscaped within six (6) months of initial occupancy unless otherwise pre-authorized by the ARC. All grounds and related structures shall be maintained in harmony with surrounding landscaping. No weeds, noxious plants, or unsightly vegetation shall be allowed to grow.

No property may be altered which would result in blocking the flow of water across that property and/or affecting the drainage on other property. The drainage swales must be kept free of all debris and in conformance with their original shape so that storm water will be unobstructed and in its natural state.

Subject to location standards set out in any governmental code or rule, fences shall not exceed six (6) feet in height, provided, however, that any fencing closer to the street than the garage shall not exceed three (3) feet in height and, in addition, shall comply with any "clear vision area" requirements of any governmental code or rule. Fences shall be well constructed of suitable materials and shall not detract from the appearance of the adjacent structures and buildings. Preferred fence materials for pasture areas include high tinsel, vinyl, and cedar fencing; no t-posts shall be used.

No high output exterior lighting, including but not limited to mercury vapor and halide lights, shall be installed without prior approval of the ARC.

No owner of any land within the Subdivision shall erect, place or alter any landscaping, fencing, or trees, on the Property until the landscaping, fencing or tree plans, and specifications, including a plot plan have been approved in writing by the ARC. The ARC review shall include, but be not limited to, review of the size, conformity, value, location, safety, and harmony of the design with the existing structures, landscaping, fencing and trees, in the Subdivision, and as to the location of the landscaping, fencing, tree planting or removal with respect to the topography and finished ground elevation.

Landscape design shall incorporate native indigenous species of plant, including weed control and overall parcel landscape plan. Brush needs to be kept at a maximum height of 10 inches before and during construction of home.

9.4 Community Trail System

The community trail system within the subdivision boundaries shall be maintained and supervised by the HOA. All maintenance decisions shall be made by the HOA and all funds for work deemed necessary will be paid by the HOA. The community trail system is intended for the use and enjoyment of all Subdivision occupants.

9.5 No Animals

No animals of any kind shall be raised, bred, maintained or kept for commercial purposes in the Subdivision. Household pets such as dogs and cats are welcome but shall not be bred for commercial purposes. Horses, llamas, alpacas, and emus may be kept on lots meeting the pre-determined lot size requirements. Lots beginning at one (1) acre in total size shall be allowed one horse, llama, alpaca, or emu per acre. Cattle, pigs, goats, sheep and other traditional farm livestock are not allowed within the boundaries of the subdivision. No animal of any kind, including dogs and cats, shall be allowed to interfere with the quiet enjoyment of the other residents in the Subdivision, or permitted untended upon the streets or upon premises of other occupants of the Subdivision. Unattended barking dogs will not be tolerated.

9.6 No Commercial Use

No property in the Subdivision shall be used for business or commercial purposes. No Schools or Daycare facilities shall be allowed in the Subdivision. No occupant of property within the Subdivision shall park, nor permit to be parked, any commercial vehicle such as log trucks, dump trucks, tractor trailer rigs, or any other vehicle except passenger automobiles (including pickups) upon property, including streets, in the Subdivision. No owner or occupant shall permit, initiate, or carry on any obnoxious or offensive activities within the Subdivision nor allow conditions on the lot or parcel owned or occupied to become a nuisance or annoyance to the neighborhood.

No commercial signs shall be erected on the Subdivision, except "for sale" signs of not more than four (4) square feet advertising property within the Subdivision for sale, and "for rent" signs, so long as only one (1) "for rent" sign is placed on any lot and placed inside a house visible through a window.

9.7 Screening

All woodpiles, service equipment, storage piles and household projects such as equipment repair and construction projects shall be screened by adequate planting or fencing so as to conceal them from view from streets and common areas. Trash, garbage and other waste shall not be kept except in sanitary containers, screened from public view. No lot shall be used as a dumping ground for trash, garbage, waste or debris.

All heat pumps and condenser units (or other utilities and devices commonly placed out of doors) shall provide both visual screening and noise attenuation.

All boats, trailers, recreational vehicles, equipment, campers and the like must be parked off the streets of the Subdivision in a garage, on a concrete pad beside a garage, or in a rear yard. No garage door heights to exceed 14 feet in height.

9.8 Other Restrictions

No trailer, mobile home, basement, tent, garage or other outbuilding shall be used as a residence, at any time, either temporarily or permanently.

9.9 Lot Maintenance

All property covered by this Declaration shall be kept at all times in a sanitary, healthful and attractive condition, and the owner or occupant of all of the property covered by this Declaration and shall in no event use any property for storage of material and equipment except for normal residential purposes or incidental to construction of improvements thereon as herein permitted, permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage trash or rubbish. Such obligation shall extend all the way to the edge of the roadway even though a portion of the area between the edge of the roadway and the Property is public right-of-way.

9.10 Mailboxes and Newspaper Holders

The Architectural Review Committee shall establish guidelines and design criteria for combination mailbox/newspaper holders. The criteria shall include but not be limited to (i) the location of the mailbox and or newspaper holder, (ii) materials to be used for construction, (iii) the size and, (iv) marking for address display.

10. Declarant's Easements

Easements for the installation and maintenance of utilities, drainage facilities, and other facilities are reserved for Declarant, as shown on the plat of the Subdivision. Within these easements no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the purpose of the easement, or obstruct the flow of waters in any drainage channel or pipeline. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority may be responsible.

11. Entry Monument

The Declarant will be constructing two monuments (Signs) at the entry of the Subdivision. The monuments will be located on lots fifty two and fifty four (52 and 54), and will have an easement recorded, delineating the boundary of the monument, upon completion of the construction of said improvement.

12. No Rezoning or Re-division

No property within the Subdivision property may be rezoned or re-divided. However, a lot line or boundary line of a lot may be altered after approval of the ARC and Asotin County.

13. Right of Entry

The Declarant may at any reasonable time during the construction phase enter upon any unit within the Subdivision for the purpose of determining whether or not the use of such unit or improvement thereon is then in compliance with this Declaration. This right of entry shall cease upon issuance of occupancy permits.

14. General Provisions

14.1 Enforcement

The Declarant, the owners of lots within the Subdivision, and/or the holder of any recorded mortgage on any lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may appertain specifically to said bodies or Owners by any proceeding at law or in equity. Failure by any of them to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter. In the event suit or action is commenced to enforce the terms and provisions of this Declaration, the prevailing party shall be entitled to its attorneys' fees and costs in such suit or action to be fixed by the trial court, and in the event of an appeal, the cost of the appeal, together with reasonable attorneys' fees, to be set by the appellate court.

The Declarant's interpretation of the meaning of any of the conditions and covenants contained herein shall be final and binding on all lot owners.

14.2 Joint owners

In any case in which two or more persons share the ownership of any unit, regardless of the form of ownership, the responsibility of such persons to comply with the provisions of this Declaration shall be a joint and several responsibility. The act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest provided, however, that in the event that such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Declarant, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter.

14.3 Waiver

Election by the Declarant to pursue any remedy provided for the violation of any provision of the Declarations of the Subdivision shall not prevent concurrent or subsequent exercise of another remedy permitted hereunder or which is permitted by law. The remedies provided in this Declaration are not intended to be exclusive but shall be in addition to all other remedies, including actions for damages or suits for injunctions or for specific performance available under applicable law.

14.4 Notices

Any notice permitted or required by the Covenants may be delivered either personally or by mail. Delivery by mail shall be deemed to have been accomplished twenty-four (24) hours after the notice has been deposited as certified or registered mail in the United States mail, with the postage prepaid, addressed as follows:

14.4.1 If to the Declarant:

GRMP LLC, Inc.
3815 SE Ankeny St
Portland, Oregon 97214

14.4.2 If to a lot owner, at the address given by him at the time of his purchase of a lot or at the address of his unit within the Subdivision, at the option of the person giving the notice.

14.5 Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

14.6 Term

These covenants are to run with the land and are to be permanent unless amended as provided in the Declaration and/or HOA.

15. Amendments to Declaration

15.1 Amendment by Owners

The Declaration may be amended by affirmative vote of not less than seventy-five percent (75%) of all owners; provided, however, that until such time as all of the lots have been sold to someone other than the Declarant, no amendment shall be effective without the approval of the Declarant.

15.2 Declarant's Right to Amend

Notwithstanding the provisions of Section 15.1, the Declarant may amend the Declaration in order to comply with requirements of any department, bureau, board, commission or agency of the United States, the State of Washington or the County of Asotin.

15.3 Recordation of Amendments

Amendments to the Declaration shall be executed by all of the lot owners approving such amendments and recorded with the Auditor of Asotin County.

16. Voting

For the purpose of voting on any change in these covenants or termination of this Declaration, there shall be one for each lot, and a person who is the record owner of more than one lot may cast one vote for each such lot. The buyer under a land sale contract shall be deemed the record owner rather than the seller if the contract or a memorandum thereof, is recorded.

IN WITNESS WHEREOF the Declarant has signed this instrument on the date first set forth above and arranged for its recordation in the real property records of Asotin County, Washington

SANITARY RESTRICTIONS

Asotin County Health District - Sanitary Restrictions

Westridge View Estates is approved for individual onsite sewage systems (OSS) to be placed on each respective lot, with each lot being served by a public water system.

Depths of soil to restrictive layers varies on this plat and will require additional testhole evaluation prior to issuance of an any individual OSS installation permits, to determine OSS type and location. Excavating, cutting, leveling, or adding fill to individual lots prior to ACHD review is highly discouraged to avoid the risk of rendering them unbuildable for OSS requirements.

Lots 9, 29, 35 and 41 have limitations by slope restrictions on portions of these lots that are in excess of 40% and will require special consideration in designing and siting of an OSS. There is a 45% slope limit, in addition to other setback requirements, for installation of a conventional gravity or pressurized OSS.

None of the residential lots on this subdivision may be individually subdivided to less than 20,000 square feet, unless the onsite septic system is appropriately abandoned and the residence is connected to offsite, public sewer. Separate water wells, regardless of use, may not be drilled on any individual lot without prior approval from ACHD, or the onsite sewage permits issued for those particular lots will be invalidated.

This determination was made utilizing Method I, Table VII of Chapter 246-272 WAC Onsite Sewage Systems, Rules and Regulations of the State Board of Health, Effective January 1, 1995.

Further subdivision of any lot on this plat, the placement of water wells, and the issuance of any individual OSS permits, will be subject to the current regulations in force at the time of application.

Additional Health Requirements: ALL SEPTIC TANKS ON THIS SUBDIVISION SHALL HAVE WATER TIGHT RISERS TO GRADE EQUIPPED WITH SECURED LIDS THAT HAVE AIR TIGHT GASKETS ON ALL ACCESSES TO FACILITATE PUMPING AND ROUTINE MAINTENANCE OF EACH SYSTEM. MONITORING PORTS ON EACH DRAINFIELD LEG SHALL ALSO REMAIN ACCESSIBLE AT GRADE TO MONITOR DRAINFIELD PERFORMANCE.

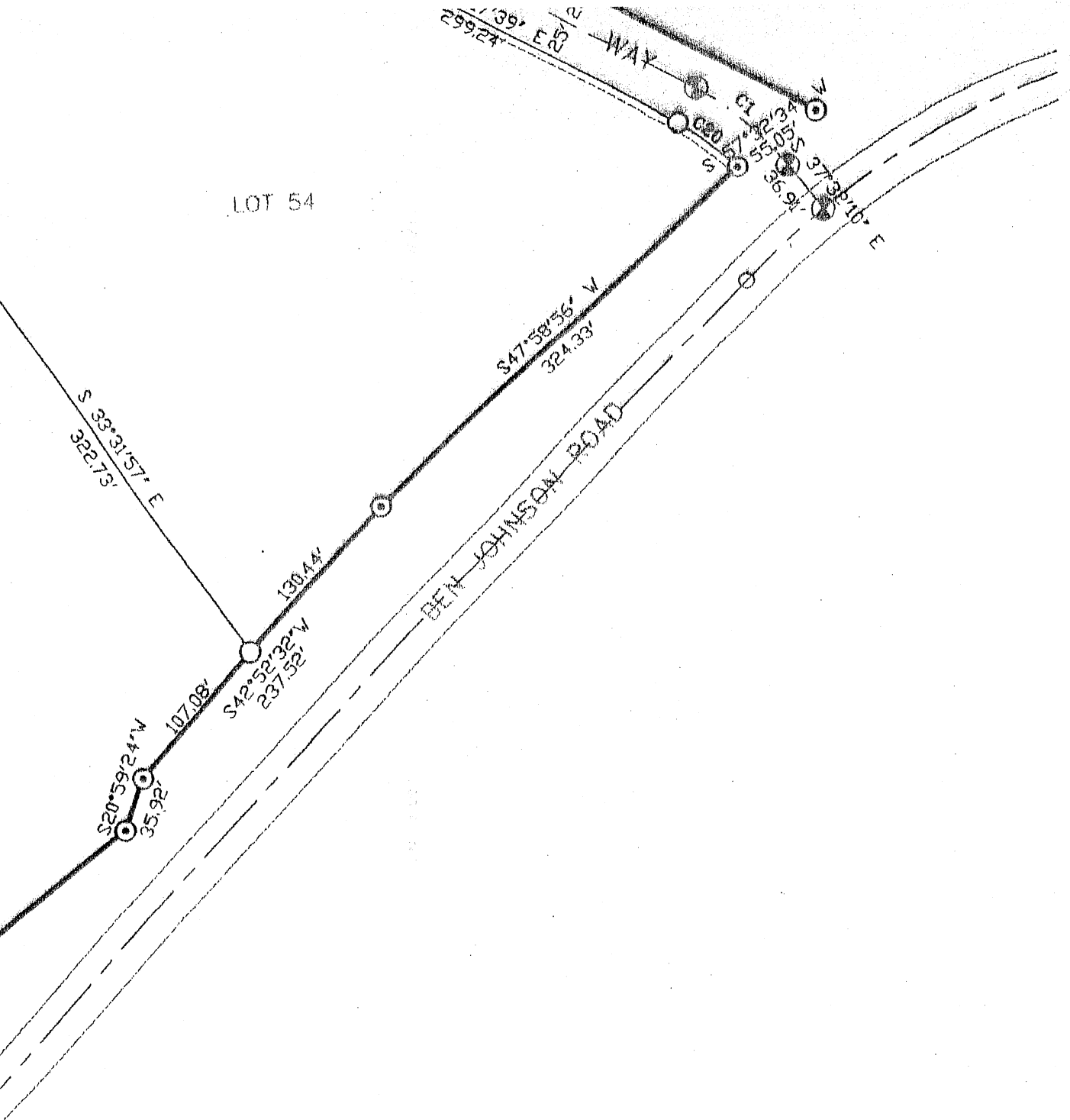
APPROVAL



ASOTIN COUNTY HEALTH DISTRICT
Director of Environmental Health

April 24, 2006

Date



LOT 54

NOTES:

1. ALL STORMWATER SHALL BE CONTAINED WITHIN THE LOTS ON WHICH STORMWATER IS GENERATED AND SHALL BE DISPOSED OF ON-SITE IN AN APPROVED MANNER
2. PRIVATE PROPERTY OWNER AND/OR CONTRACTORS SHALL BE RESPONSIBLE FOR THE PREVENTION OF ON-SITE MATERIAL TRACKING INTO THE COUNTY RIGHT-OF-WAY. EITHER PARTY SHALL BE RESPONSIBLE FOR ANY CLEAN-UP DEEMED NECESSARY BY THE ASOTIN COUNTY PUBLIC WORKS DEPARTMENT
3. ASOTIN COUNTY IS NOT RESPONSIBLE FOR ENFORCING COVENANTS. COVENANTS MUST BE ENFORCED BY PROPERTY OWNERS WITHIN THE RESPECTIVE SUBDIVISION