

PIERCE COUNTY  
9803170312  
3-17-1998 12:49 PM  
Fee Amt: \$17.00

RECORDED AT THE REQUEST OF  
AND AFTER RECORDING RETURN TO  
CENTEX HOMES  
2320 130th AVE. SE, #200  
BELLEVUE, WA 98005

DECLARATION  
FOR  
PALISADE VILLAGE DIVISION 5B COTTAGES,  
A NEIGHBORHOOD COMMITTEE  
OF THE  
NORTHWEST LANDING RESIDENTIAL PROPERTY

Grantor: Centex Homes  
Grantee: Palisade Village Division 5B Cottages  
Legal Description (abbreviated): Palisade Div 5B as recorded by Pierce Co. #9712040196  
Additional legal in paragraph A, below.  
Assessor's Tax Parcel ID#: Parcel #s 300045-0240 through 0320 and 0780 through 0930  
Reference Nos. of Documents Released or Assigned: N/A

THIS DECLARATION is made by CENTEX HOMES, a Nevada General Partnership ("Declarant").

RECITALS

TRANS  
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A. Declarant owns certain real property located in the planned community of Northwest Landing, DuPont, Washington, and legally described as Lots 24-32 through 78-93, Palisade Division 5B as recorded under Pierce County Recording Number 9712040196, Pierce County, Washington, and as shown on the map attached as Exhibit B ("Palisade Village Division 5B Cottages").

B. The Palisade Village Division 5B Cottages are subject to the Declaration of Covenants, Conditions, and Restrictions for Northwest Landing Residential Property, recorded with the Pierce County Auditor under file number 9403150847, as amended from time to time ("NWL Declaration").

C. The NWL Declaration provides for the designation of Neighborhoods and allows for providing special services for the benefit of Units in such Neighborhood. The Palisade Village Division 5B Cottages were designated as a Neighborhood within the Northwest Landing Residential Property by the Sixth Amendment to the NWL Declaration.

[CENTEX #50 DOC]

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recorded with the Pierce County Auditor's Office under recording number  
9803170311

D. Declarant desires to subject the Palisade Village Division 5B Cottages to additional covenants, provide for certain easements, and provide for maintenance of certain landscaping by the Northwest Landing Residential Owner's Association.

#### DECLARATION

Declarant hereby declares that the Palisade Village Division 5B Cottages shall be held, sold, used and conveyed subject to the provisions of this Declaration. This Declaration shall be binding on all parties having any interest in the Palisade Village Division 5B Cottages, their heirs, successors, and assigns, and shall inure to the benefit of each owner, and run with title to the Palisade Village Division 5B Cottages. Declarant intends by this Declaration to: (1) impose upon the Palisade Village Division 5B Cottages mutually beneficial covenants, conditions, restrictions and easements under a general plan of improvement for the benefit of all owners of such property; and, (2) establish a method for the administration, maintenance, preservation, use and enjoyment of the Palisade Village Division 5B Cottages to protect the value and desirability of the real property subject to this Declaration.

#### 1. Definitions.

1.1 Except as set forth herein to the contrary, all capitalized terms have the same definitions as set forth in the NWI Declaration.

1.2 "Benefited Unit" means a Unit that enjoys a Sideyard Easement over a portion of an adjacent Unit. A list of all Benefited Units is attached as Exhibit C.

1.3 "Burdened Unit" means a Unit over a portion of which an adjacent Unit enjoys a Sideyard Easement. A list of all Burdened Units is attached as Exhibit C.

1.4 "Sideyard Easement" means an easement over a Burdened Unit as depicted on Exhibit A.

#### 2. Easements.

2.1 Sideyard Easement. The Declarant hereby declares that the Owner of a Benefited Unit, his or her family members, lessees, and social invitees, has a Sideyard Easement over that portion of the adjacent Burdened Unit depicted as Sideyard Easement areas on Exhibit A. A Sideyard Easement shall be appurtenant to and shall not be separated from Ownership of a Benefited Unit. The use and enjoyment of a Sideyard Easement is

restricted as follows:

(a) The Owner of the Benefited Unit shall not attach any object to a wall or dwelling belonging to the Burdened Unit or disturb the grading of the Sideyard Easement area or otherwise act with respect to the Sideyard Easement area in any manner which would damage the Burdened Unit.

(b) The Owner of the Burdened Unit shall have the right of surface drainage in, over, across and upon the Sideyard Easement area for water draining from the Burdened Unit and/or from any dwelling or structure thereon and shall have the further right to concentrate drainage from the Burdened Unit under or through the subsurface of the Sideyard Easement area except that such subterranean drainage shall only be permitted through drainage devices installed by Declarant in the original construction of the dwellings in the Unit or, in the event of any damage or destruction, such draining devices as repaired or reconstructed.

(c) The Owner of the Burdened Unit shall have the right at all reasonable times to enter upon the Sideyard Easement area, including the right to cross over the Benefited Unit for such entry, in order to (1) maintain eaves and appurtenances thereto and the portions of any dwelling structure fronting the Sideyard Easement area as originally constructed by Declarant or as later approved by the Modifications Committee, except that the Owner of the Burdened Unit shall not have the right to modify the structure or the glass of any window constructed and installed by the Declarant (i.e., windows designed to remain closed cannot be modified to permit opening and clear glass cannot be substituted for opaque glass) or install or construct other windows in any dwelling or structural wall that fronts the Sideyard Easement area, or (2) maintain and repair drainage facilities and systems servicing the Burdened Unit located upon or within the Sideyard Easement area. In exercising such right, the Owner of the Burdened Unit shall utilize reasonable care not to damage any landscaping or other items existing in the Sideyard Easement area; provided, however, the Owner of the Burdened Unit shall not be responsible for damage to such landscaping or other items to the extent such damage could not be reasonably avoided in



connection with such entry upon the Sideyard Easement area for authorized purposes.

2.2 Drainage Easement. Declarant reserves to itself, its successors and assigns, an easement for sheet flow drainage from the roof of the dwelling structure on each Unit onto the adjacent Unit, including the right to grant and transfer the easement to Owners of Units, except that no Owner will have the right to artificially collect and deposit drainage onto any adjacent Unit such that it increases the intensity, volume, or velocity of the drainage onto such adjacent Unit.

3. Landscape Maintenance.

Pursuant to the NWL Declaration, Article V, section 5.1(b), the Residential Association shall maintain and keep in good repair the property described on Exhibit D, including the landscaping and irrigation systems. The cost of such maintenance shall be assessed against all Units within the Palisade Village Division 5B Cottages, at a uniform rate for all Units, as a Neighborhood Assessment, pursuant to the NWL Declaration, Article V, sections 5.1(d) and 5.3, and Article X, section 10.3.

4. General Provisions.

4.1 Severability. Invalidation of any provision or application of a provision of this Declaration by any court shall not affect any other provision or application.

4.2 Amendment. This Declaration may be amended by an instrument signed by not less than fifty one percent (51%) of the Owners bound by this Declaration, together with the consent of the Northwest Landing Residential Owner's Association.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 23 day of February, 1998.

DECLARANT:

CENTEX HOMES, a Nevada General Partnership

By: CENTEX REAL ESTATE CORPORATION, a Nevada corporation  
Its: Managing General Partner

By: Robert J. Fogarty  
Robert J. Fogarty  
Its: Division President

STATE OF Washington )  
 ) ss.  
COUNTY OF King )

I certify that I know or have satisfactory evidence that Robert J. Fogarty is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Division President of CENTEX REAL ESTATE CORPORATION, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 23 day of February, 1998.



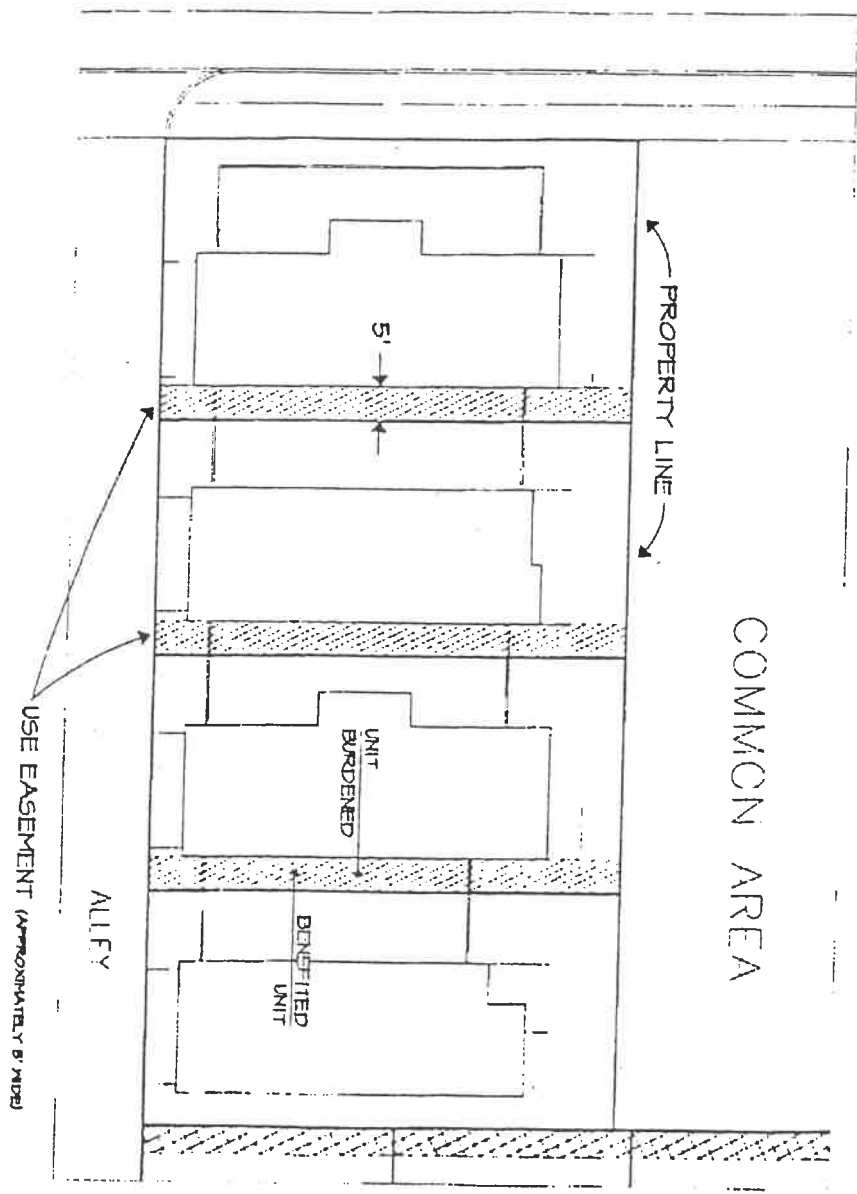
Cathy A. Nau  
Cathy A. Nau  
(Type/Print Name)  
Notary Public in and for the State of  
Washington, residing at  Everett  
My Commission Expires: 2/22/01





Exhibit A

NORTHWEST LANDING DIVISION 5 COTTAGES  
EXHIBIT A - TYPICAL USE EASEMENT



COMMON AREA

PROPERTY LINE

UNIT BURDENED  
BENEFITED UNIT

ALLEY

USE EASEMENT (APPROXIMATELY 6' WIDE)

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# Exhibit B

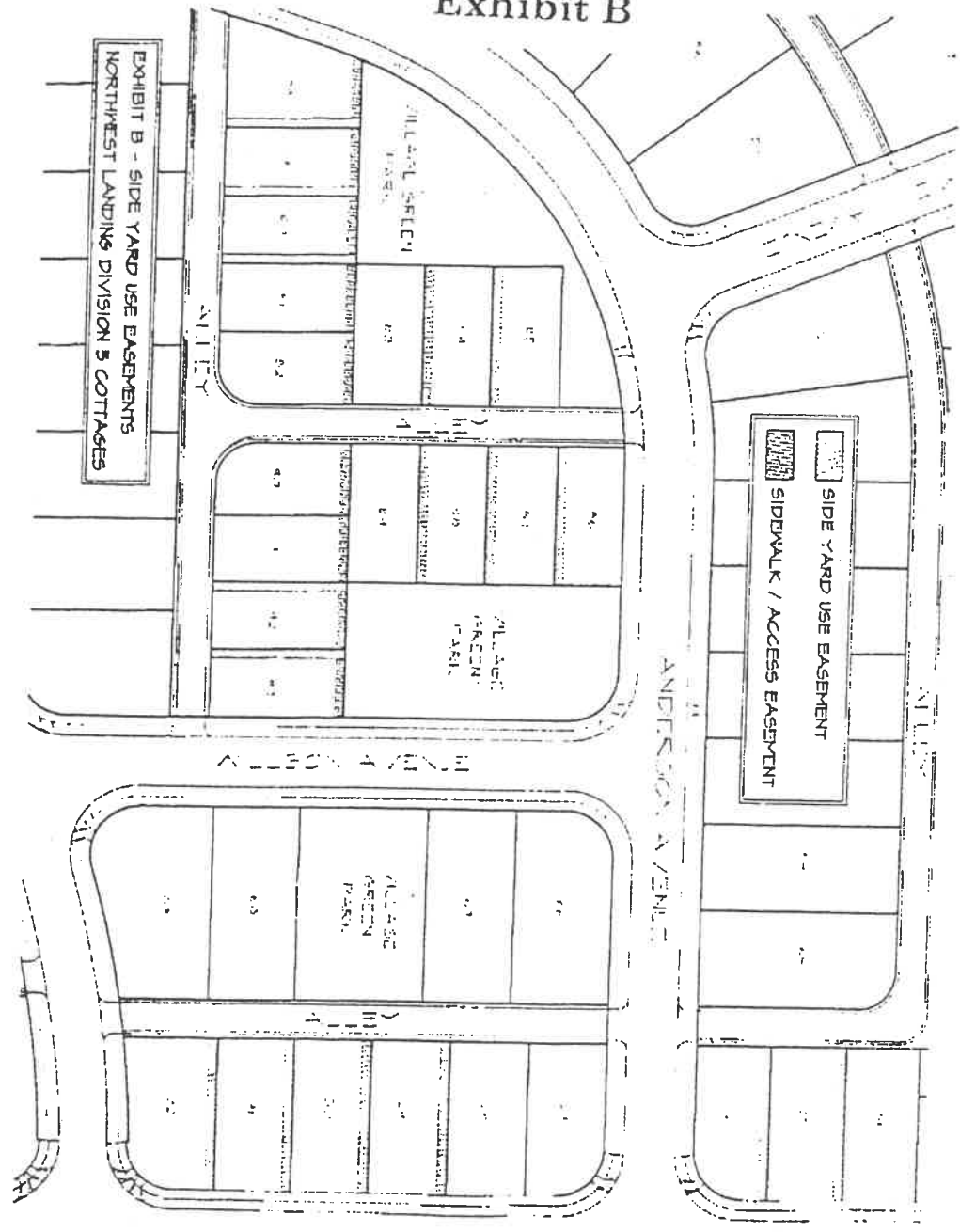


EXHIBIT B - SIDE YARD USE EASEMENTS  
NORTHWEST LANDING DIVISION 5 COTTAGES

SIDE YARD USE EASEMENT  
SIDEWALK / ACCESS EASEMENT



Exhibit C  
Palisade Village Division 5 Cottages  
Use Easement Summary

Lot Benefited	Lot Burdened
24	25
25	26
28	29
29	30
30	31
31	32
79	78
80	79
81	80
84	83
85	84
87	86
88	87
89	88
91	92
92	93

Sidewalk / Access Easement

Burdens Lots: 78, 79, 80, 81, 82, 90, 91, 92 and 93

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NORTHWEST LANDING DIVISION 5 COTTAGES  
 EXHIBIT D - LANDSCAPE MAINTENANCE

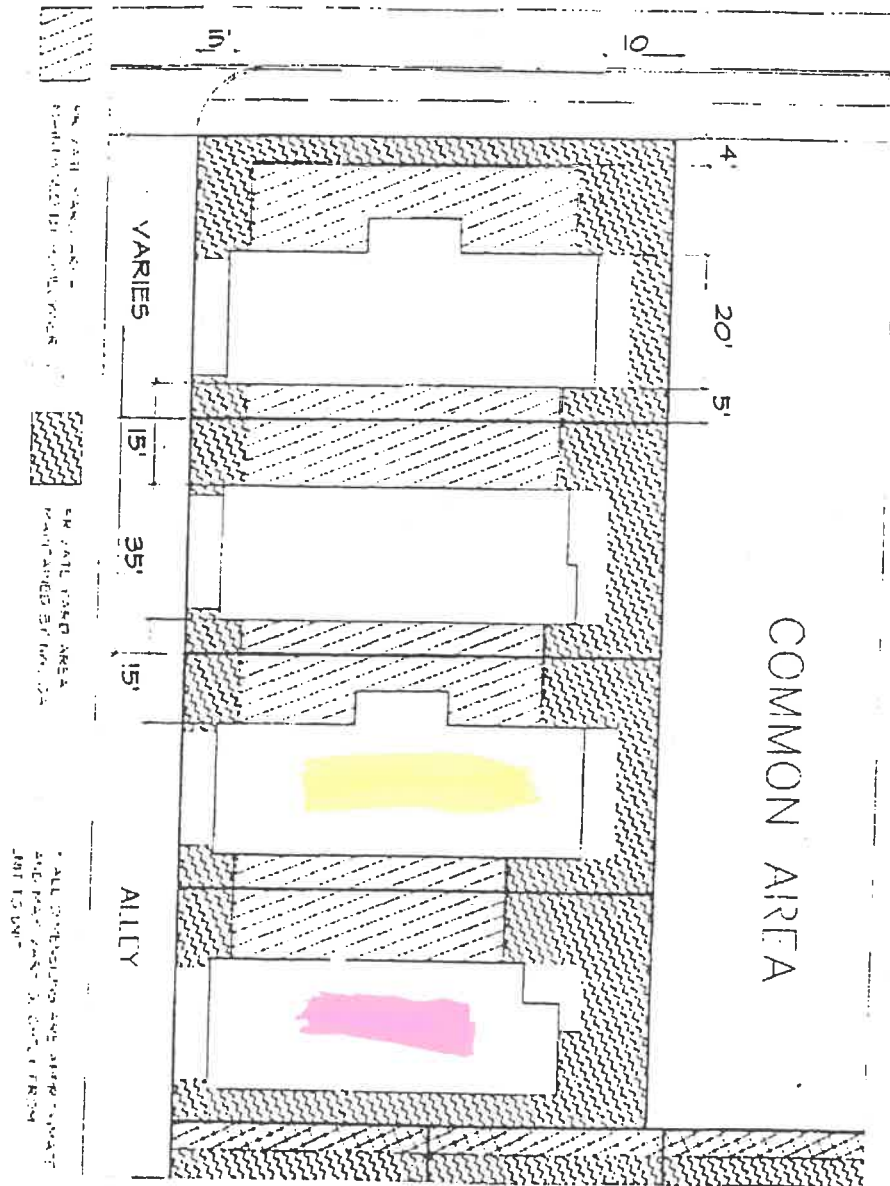


Exhibit D

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