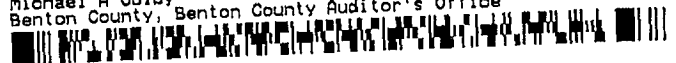


Michael A Colby
Benton County, Benton County Auditor's Office



Return Name and Address:
Michael A. Colby
1247 Montana Ave.
Richland, Wa. 99352

PLEASE PRINT OR TYPE INFORMATION:

Document Title: Bordeaux Grove Covenants
Grantor(s) (Last name first, first name, middle initials): 1. Colby Michael A. (Mike Colby & Sons, Inc.) 2. 3. 4. Additional names on page ___ of document.
Grantee(s) (Last name first, first name, middle initials): 1. Colby Michael A. (Mike Colby & Sons, Inc.) 2. 3. 4. Additional names on page ___ of document.
Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.) Section 27, Township 9, Range 28, Quarter NW Additional legal is on page 1 of document.
Reference Number(s) of documents assigned or released: Additional numbers on page ___ of document.
Assessor's Property Tax Parcel/Account Number: (MUST HAVE 15 DIGITS) 127982011760009 Property Tax Parcel ID is not yet assigned. Additional parcel numbers on page ___ of document.
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

DECLARATION

OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
BORDEAUX GROVE

The Undersigned declare that the real property hereafter described shall be held, sold, conveyed, and developed subject to the following covenants, conditions, and restrictions.

I
DEFINITIONS

- A. "Association" shall mean and refer to Bordeaux Grove Homeowner's Association, a Washington non-profit corporation.
- B. "Owner" shall mean and refer to the record owner, or owners, of a fee simple title to any lot or portion of said plat, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
- C. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Bordeaux Grove.
- D. "Developer" shall mean and refer to Mike Colby & Sons, Inc. a Washington Corporation, or its assigns.

II
PROPERTY SUBJECT TO THIS DECLARATION

The real property subject to this declaration is located in Richland, Benton County, Washington. The property is commonly known as Bordeaux Grove, and is legally described as follows:

That portion of the North Half of the Northwest Quarter of Section 27, Township 9 North, Range 28 East, W.M., AND a portion of lots 1 and 4, Short Plat No. 1760, according to the Short Plat thereof recorded under Auditor's File No. 91-18754, records of Benton County, Washington, described more particularly as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 27;
thence South 01° 38' 20" West 30.01 feet to the South Right-of-Way line of a public road known as Shockley Road;
thence South 89° 52' 54" East along said Right-of-Way 183.77 feet to the True Point of Beginning;
thence continuing South 89° 52' 54" East along said Right-of-Way line 310.80 feet to the Northwest corner of Lot 25 of the Plat of Vineyards Phase 2, records of said County;
thence South 01° 38' 10" West along the West line of said Plat 944.68 feet;
thence North 51° 30' 11" West 429.95 feet;
thence North 52° 11' 50" East 137.52 feet to the beginning of a curve to the right the radius point which bears North 64° 54' 39" East 442.00 feet;
thence Northwesterly along said curve through a central angle of 26° 43' 24" an arc length of 206.15 feet;
thence North 01° 38' 03" East 367.42 feet to the beginning of a curve to the left the radius point which bears North 88° 21' 57" West 25.00 feet;
thence Northwesterly along said curve through a central angle of 91° 30' 57" an arc length of 39.93 feet to the said True Point of Beginning.

III
HOMEOWNERS ASSOCIATION

Homeowners Association: a Homeowner's Association shall be formed at the discretion of the developer and the Association shall have the authority to maintain, repair and improve, and to assess maintenance fees for support of the common areas. The Association shall assume control of ACC functions when directed by the developer.

1. **Membership:** Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to ownership. The developer shall be exempt from Homeowner dues and any maintenance fees.
2. **Covenants, Agreement and Restrictions run with the land:** By accepting any deed to a Lot, or any other means of acquisition of an ownership interest, the Owner agrees to observe and comply with all terms of the governing documents of the Association and all rules and regulations promulgated by the Association. Additionally, by accepting a deed to a Lot, or any other document which transfers title ownership interest, the owner agrees to any and all assessments levied by the Association for the purpose of maintaining or improving the common areas or property deeded to the Association by the Declarants or their assigns.
3. **Lot/Unit Maintenance:** Each Lot owner hereby covenants and agrees to maintain his/her respective Lot. Each Lot owner shall provide exterior maintenance at his own expense. The ACC will have the right to determine when such exterior maintenance is required such as dwelling repair, replacement of broken windows and repair or replacement of roof, fencing in need of paint and repair and lawn area in need of maintenance and upkeep. Maintenance shall be required in order to maintain the well kept, neat appearance of all Lots and units. If any Lot owner shall fail to provide the initial landscaping or to maintain his or her Lots(s) or the units located thereon, the Association shall have the right to notify said Lot owner in writing of the maintenance required. From date of notification the Lot owner shall have thirty (30) days to take action upon his/her Lot(s). If said action is not taken then 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 or her Lot for the cost of providing said maintenance. Said assessment shall constitute a lien against the Lot owned by the non performing Lot owner, if not paid within thirty (30) days after said assessment is levied. Each such assessment, together with such interest (at the rate of ten 10% percent per annum) and cost of collection thereof (including reasonable attorney fees) shall be the personal obligation of the person who was the Lot owner when the assessment fell due.
4. **Voting rights:** Every Owner shall be entitled to cast one (1) vote upon any matter taken up by the Association. This shall apply regardless of any difference in Lot size or value. Any owner who owns more than one (1) Lot may cast one (1) vote for each such Lot.
5. **Meeting Notice and Quorum:** Written notice of any meeting called for the purposes of taking any action authorized under this Declaration shall be sent to all members not less than ten (10) days or more than thirty (30) days prior to the scheduled meeting date. A quorum shall be necessary for the transaction of business and shall be deemed to exist if sixty (60) percent of the owners are present. Proxy voting shall be permitted. In the event that a quorum does not exist, the only action that may be taken is to adjourn the meeting to another date and direct the secretary to send notice of the new meeting date to all members.
6. **Approval of Actions:** To take effect, any matter brought before the Association must be approved by sixty (60) percent of those Owners who are present or voting by proxy.

7. Maintenance Budget and Assessments: The owner shall establish the annual maintenance budget in January of each year. This amount shall be divided equally among and assessed against the Lots. A notice of assessment shall be sent to each Owner. Payment shall be due on March 1st of each year assessment is assessed. Interest shall accrue on delinquent assessments at the rate of ten (10) percent per annum from the date on which they are due.
8. Assessments as Liens: The assessment shall be a lien against the Lot of the Owner as of the due date on which the Association has determined. The association shall be entitled to foreclose its lien and shall be entitled to collect reasonable legal fees and expenses in such a foreclosure action. The Association may also personally sue the Owner for the amount of the assessment, together with legal fees and interest.
9. Other Assessments: The Association, upon approval of sixty (60) percent present and voting at a meeting at which a quorum exists, may establish additional assessments for the other purposes. Collection shall be as set forth in Paragraphs 6 and 7 above.
10. Personal Liability for Assessments: Transfer of any Lot, by whatever means, shall not extinguish any lien for an unpaid assessment.
11. Bylaws: The Association may adopt Bylaws not inconsistent herewith, which shall set forth the details of the management of the Association.
12. No Compensation for Officers: No elected officer shall receive a salary. Officers may be reimbursed for out-of-pocket expenses in connection with the duties they perform for the Association.
13. Qualification of Officers: All elected officers shall be Lot owners. In the event an officer ceases to be a Lot owner, he/she shall immediately forfeit his/her office.
14. Annual Elections of Officers: Elections shall occur at the meeting in January of each year when the annual maintenance budget is determined. Each officer shall hold office until a successor is elected. In the event of a vacancy, an interim election shall be held at a special meeting. The newly-elected officer shall complete the term of the officer he/she is replacing.
15. Special Meetings: Special meetings shall be called at the request of any ten (10) owners. Such notice shall be in writing and comply with the notice requirements set forth above.
16. Association May Enforce: The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, agreements, conditions, covenants, reservations, liens and charges now or hereafter imposed under the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.
17. Modification of Restrictions: By written consent of ninety percent (90%) of all of the Lot owners, the Association may be given such additional powers as may be described by the Association, or otherwise modify or amend this declaration in any manner. The secretary of the Association shall cause the amended Declarations to be recorded with the County Auditor.
18. Severability Clause: The Association shall, at all times, observe all of the laws, regulations, ordinances and the like of the County of Benton, State of Washington and The United States of America, and if, at any time, any of the provisions of this declaration shall be found to be in conflict therewith, then such parts of this declaration as are in conflict with such laws, regulations, ordinances, and the like shall become null and void, but no other part of this declaration not in conflict therewith shall be affected thereby.
19. Termination of Declaration, Covenants, Conditions and Restrictions: This declaration may be terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of this declaration, by the owners of ninety (90%) of the properties subject hereto at any time it is proposed to terminate this declaration, by executing

- and acknowledging an appropriate written agreement or agreements for the purpose, and filing the same with the office of the Benton County Auditor, County of Benton, State of Washington.
20. **Standing to Enforce Terms of Declaration:** Any Lot owner, or the Association, may maintain any legal proceedings to compel or enforce any of the terms and conditions of this declaration. In the event of a dispute, the prevailing party shall be entitled to reimbursement of all attorney fees and court costs associated with the dispute.

These covenants are to run with the land and shall be binding on all parties and all persons claiming ownership of the land under them for a period of thirty (30) years from the date of original recording, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by ninety (90) percent of the then property owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

IV ARCHITECTURAL CONTROL

- A. **Creation of Architectural Control Committee.** The Board of Directors for Bordeaux Grove Homeowners Association will establish an Architectural Control Committee (ACC), which shall be responsible for reviewing the plans for all proposed new construction, additions, or modifications. The ACC shall be responsible to ascertain that the plans and subsequent construction within Bordeaux Grove meets the minimum building requirements set forth in this Declaration.
- B. **Composition of Architectural Control Committee.** The Architectural Control Committee shall consist of three (3) individuals. The Association's Board of Directors shall annually determine the membership on said committee. So long as the Developer owns any property in Bordeaux Grove, or any adjoining property, Developer shall be entitled to appoint two (2) members to the ACC.
- C. **Submission of Plans.** Any property owner seeking to construct a new home or other appurtenant structure, or to add to or modify any portion of the exterior of an existing home or structure, shall submit the plans to the ACC for review. A modification of the home exterior will include decks, patios, and similar alterations. Construction of new structures includes fencing, equipment and material housing, gazebos, and other similar construction. Until the Bordeaux Grove Architectural Control Committee has been created, all submittals shall be made to the Developer.
- D. **Submittals Required for ACC Approval.** The following items shall be submitted to the ACC for approval. The ACC may request additional material to be submitted at its discretion.
- a. Site plan showing the lot boundary and the proposed location of all improvements, including all structures, driveways, sidewalks, fences, outdoor lighting, etc. All easements and proposed setbacks shall be shown.
 - b. Floor plans designating the square feet per floor and total finished square feet (exclusive of garages, covered patios, storage areas, etc.)
 - c. Elevations depicting front, rear and side elevations including proposed material finish descriptions.
 - d. Specifications describing the materials and finishes proposed for exterior construction.
 - e. Colors proposed for all exterior finishes, including paint color, brick, stone, rock and stucco finishes. Exterior colors shall be variations of earth tone colors.
 - f. Landscaping plan.

- E. **Approval of Plans.** No construction, change, modification, or alteration for which plans are to be submitted, shall commence until the plans and specifications as above described have been submitted to and approved in writing by the ACC. Approval will be based upon factors set forth below. In the event the ACC fails to approve or disapprove such design and location plan within Forth-Five (45) days after such plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the Declaration will be deemed to have occurred provided that such plans and specifications are in full compliance with the general building restrictions herein stated.
- F. **Liability of Committee and Homeowner for Compliance.** In spite of the foregoing provisions, the ACC shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this declaration, and no member of the ACC shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of such committee. Such committee and its members shall have only an advisory function, and sole responsibility for compliance with all of the terms of this declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the ACC and each of its members on account of any activities of the ACC relating to such owner's property or buildings to be constructed on his or her property.

Submittals and Inquires: All submittals shall be made to Mike Colby & Sons at 1247 Montana Ave, Richland, WA 99352.

V

BUILDING AND USE RESTRICTIONS

- A. **Single Family Residence.** All lots within Bordeaux Grove shall be known as residential lots and shall be used for single-family residential purposes only. Construction shall be restricted to single-family houses and related improvements. Group homes or similar non-family living arrangements shall not be permitted. Construction shall be within one year of lot purchase. Construction commenced on any lot shall be substantially completed for occupancy, including exterior finish details, and front yard landscaping within (8) months unless an extension is approved by the ACC.
- B. **Dwelling Size Restrictions.** All homes shall have a minimum of 1500 square feet of finished space exclusive of basement, garages, storage rooms, covered or partially enclosed patios, etc. All two story homes shall have a minimum of 2000 Square feet and no less than 1200 square feet on the main level. Front and street side elevations for exterior walls shall be limited to 16 feet of flat expanse (flat areas with no corners or finish detail) on the house, and 26 feet on the garage side. No California splits or three (3) story homes allowed.
- C. **Detached Storage Facilities.** Detached storage facilities shall have the same look and style as the approved house. The construction, finish, color, size, and location shall have ACC approval.
- D. **Temporary Structures.** No trailer, tent, shack, shed, barn, garage, or other outbuilding shall at any time be used as a residence, temporarily or permanently. Developer only can have a temporary structure for the purpose of marketing and security until development is complete.
- E. **Commercial Uses Prohibited.** No business or commercial uses or activities shall be permitted or conducted in Bordeaux Grove. Nor shall any residential lot be used for a trade, business, day care, or school. Music lessons for individual students are permitted. Home occupations are permitted only as an accessory use clearly incidental and secondary to the occupancy of the dwelling for residential purposes. There shall be no more than three customer/client visits per day at the residence and no more than one on the premises at any given time.

- F. **Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or detract from its value.
- G. **Excavation, Dust Control, Clean up.** Excavated material shall not be placed on adjacent lots without prior written permission of the owner. Lot owners or those with lots under contract or option to purchase shall provide dust control according to the guidelines of the Benton County Clean Air Authority and keep weeds mowed. Builders shall provide weekly clean up of areas surrounding the construction site utilizing the temporary fencing if needed to keep trash from blowing off site.
- H. **Chemical Toilets.** Each construction site shall have a portable chemical toilet as approved by the City Building Department, unless an exception is granted by the ACC. These temporary facilities shall be placed away from occupied homes in an inconspicuous location approved by the ACC.
- I. **Exterior Finishes and Colors.** All homes shall be required to use stucco, siding, stone, or brick. The front elevation shall have a stucco or siding finish and have a minimum of 35% of the area, excluding windows and doors, in stone or brick. These finishes will be required to wrap around the corners at least 18 inches. Siding must be by names such as by James Hardie (Hardie Plank). It shall be installed horizontally with no more than a 7 ½" reveal. Other types of siding not contemplated herein are subject to written approval by the ACC. Steel, vertical siding, Horizontal Cottage Lap siding, aluminum, or vinyl siding are prohibited. Soffit, fascia, and corners shall be of LP smart trim material. Architectural and aesthetic balance shall be of primary concern. No single wall construction allowed.
- J. **Roofing.** Roofs shall be 30-year architectural Pabco Premier Shingle or better. Only darker colors are permitted.
- K. **Garages.** A minimum of a two-car garage shall be required. Interiors of garages shall be sheetrocked, taped, and painted.
- L. **Landscaping.** Underground irrigation and landscaping shall be required for the front and side yards prior to occupancy and shall continue to be maintained after occupancy or when the owner is not living in the home. Sod is required in the front and side yards. All lots must have a minimum of ten (10) trees or shrubs (5 gallon size or larger) in the front yard. Backyards shall have finished irrigation and landscaping within 180 days of occupancy. Sod, hydro seed, or seed is acceptable in the backyard. Grading, retaining walls, and sprinkler adjustment shall be provided in such a manner as to prevent irrigation water or storm water erosion, excessive moisture, or sediment problems on adjacent lots, sidewalks, or street property. There shall be no poplar trees, Russian olive trees, cottonwood trees.
- M. **Lights.** Except as initially install by Declarant, no spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot or any structure erected thereon which in any manner will allow light to be directed or reflected on any other Lots. Yard lamps will be of a uniform design on all lots determined by the developer.
- N. **Outdoor Equipment and Wiring.** Heat pumps, propane tanks, hot tub and pool equipment, chimney flues, and any other outdoor equipment shall be enclosed, shielded or concealed from view. Satellite dishes (and wiring for such) shall be installed in an inconspicuous manner (One 18" dish only located on back or either side no closer than 10 feet from the front).
- O. **Fences.** Prior to construction of any fence, plans shall be submitted to and approved in writing by the ACC. Masonry, wrought iron, vinyl, and cedar are generally acceptable fencing materials. Fencing shall be no more and no less than 6 feet in height and be built in accordance with widely accepted fence building practices in our area. No fence, wall or hedge shall be permitted to extend nearer to any street than the front building line (or front building line and side building

line adjacent to street on corner lots) of the residence, except that nothing shall prevent the erection of a necessary retaining wall, and except, fencing shall be installed, regardless of location, as a safety barrier to prevent access to hazardous slopes or cut banks to other unsafe areas. Fences must be approved for location and design by the ACC and by the City of Richland for a building permit.

- P. **Vehicles.** No motor home, recreational vehicle, trailer, unmounted camper, or boat shall be stored, maintained, or constructed on any lot or street in such a manner as to be visible from the street or neighboring lots. For purposes of this section, any vehicle shall be deemed stored if not removed from the lot and/or street for a minimum of four hours during each 48 hour period. Cars or standard sized trucks used for both business and personal use are permitted unless any signage is offensive in language, color, or design. Any parking on the street is discouraged and limited to 72 hours and in no circumstances is any inoperable, junker, or project vehicles allowed to be stored on any lot outside the garage, or on the street in front of any lot. Vehicles in violation of these provisions may be towed away at the owner's expense.
- Q. **Signage.** No signs are permitted except one standard sized "For Sale" or "For Rent" sign and one sign of a non-offensive political nature promoting a candidate for a short period of time before an election.
- R. **Animals.** Only customary household pets such as dogs and cats may be kept but only such number and types shall be allowed which will not create a nuisance or disturb the health, safety, welfare or quiet enjoyment of the Lots by the Owners. All animals shall be kept under reasonable control at all times and in accordance with applicable laws. All animals' wastes must be promptly disposed of in accordance with applicable city or county regulations. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether a particular animal constitutes a customary household pet or is a nuisance, or whether the number of animals maintained on any portion of the Plat is reasonable. Any decision rendered by the Board shall be final.
- S. **Garbage, Storage areas.** Lots shall be maintained free of garbage, trash, junk, or other unsightly items. Garbage cans, equipment, tools, woodpiles, and clotheslines shall be screened so as to hide them from public view.
- T. **Above Ground Pools.** No above ground pools are allowed.
- U. **Basketball equipment:** Permanent or temporary basketball backboards/basketball stand shall not be permitted on the roof, walls or front driveway of any house.
- V. **Mailboxes:** The developer will provide Mailbox clusters. Replacement necessitated by damage from whatever source shall be at the expense of the homeowners.
- W. **Leasing.** The owners of lots in Bordeaux Grove shall have the right to lease out their dwelling provided that any such lease is in writing and specifically made subject to the covenants, conditions, and restrictions stated in this Declaration and any other rules and conditions published by the Association. Before occupancy owners shall notify the Association with a new tenant's name, number of occupants, phone number, and written lease dates. A forwarding address of the owner shall also be provided. Landscaping must be kept in good condition whether occupied or not.

VI COMPLIANCE AND DISPUTE RESOLUTION

If the Acc determines that any construction or other items are out of compliance with the approved plans, submittals, or this declaration it may require the correction or removal of such non-approved

items. The required changes shall be completed within the time given by the ACC. When changes have occurred, as-built drawings may be required by the ACC to complete the approval process.

If any claims or disputes arise out of this Declaration, the parties hereby agree to submit the same to binding arbitration at a location to be mutually agreed upon in Benton County, Washington. In the event the parties are unable to agree upon an arbitrator, or a location, the selections will be made by the presiding judge for the Benton County Superior Court at the request of either party. The mandatory arbitration rules of the Benton County Superior Court shall be binding as to the procedure. The prevailing party in any such dispute shall be entitled to recover reasonable attorney's fees.

**VII
MISCELLANEOUS AND GENERAL PROVISIONS**

- A. **Amendments.** By written consent of seventy-five percent (75%) of all lot owners, this Declaration may be modified or amended by recording of a written instrument indicating the terms of any amendment or modification.
- B. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.
- C. **Enforcement.** The developer and each owner or contract purchaser of a lot shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservation, liens and charges not or hereafter imposed by the provisions of this declaration. Failure of the developer or any such owner or contract purchaser of a lot, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- D. **Covenants, Conditions and Restrictions Shall Run With the Land.** All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding on and insure the benefit of the owners of the properties in Bordeaux Grove, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to confirm to and observe all of the terms and conditions contained in this Declaration.

IN WITNESS WHEREOF, the undersigned, owners of the property subject hereof, cause this declaration to be executed at Richland, Washington, on the date indicated below.

Dated this 22nd day of December, 2009

MIKE COLBY & SONS, INC.

By: Michael A. Colby Presi
Signature/Title

By: _____
Signature/Title

STATE OF WASHINGTON)
COUNTY OF BENTON)

On this day of 22nd December 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael A. Colby to me know to be the President of Mike Colby & Sons, Inc that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that Michael A Colby authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Laurel J. Bishop
Notary Public in and for the State of Washington,
residing at Prosser
My Commission Expires: March 01, 2011

