

ADVANCED DEVELOPMENT LLC
3503 S. Quillen Ct.
Kennewick, WA 99337



DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS AND AGREEMENTS
FOR
Brookshire Estates

Division 2 - Phase 2
Block 1 Lots 1 - 6
Block 2 Lots 1 - 7
Block 3 Lots 1 - 6

THIS INDENTURE AND DECLARATION of covenants running with the land, made this 5TH day of NOVEMBER, 2001, by Advanced Development LLC., a Washington Limited Liability Company.

WITNESSETH:

WHEREAS, said parties are the owners of the following described property. Which is being platted as Brookshire Estates Division 2 - Phase 2 an addition to the City of Richland, Benton County, Washington, which property is located in Richland, Washington and is legally described as:

The Plat of Brookshire Estates Division 2 - Phase 2 Block 1 Lots 1-6
Block 2 Lots 1-7
Block 3 Lots 1-6

WHEREAS, it is the desire of said parties that said covenants be recorded and that said protective covenants be thereby impressed upon said land for the mutual benefit of all owners, present and future. NOW, THEREFORE,

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm, and hereby impress upon Brookshire Estates Division 2 - Phase 2 an addition to Richland, Washington, as recorded in Volume 15 of Plats, Page 154, records of Benton County, Washington, which property is located within the boundaries of Richland, Washington, the following protective covenants to run with said land, and to hereby bind said parties and all of their future grantees, assignees, and successors to said covenants for the term hereinafter stated and as follows:

S/A T/A R/28
1-2198-200-0008-000



A. USE RESTRICTIONS

1. **Use of Lots as a Single Family Subdivision:** All Lots within Brookshire Estates Division 2 -- Phase 2 shall be known and described as residential Lots and shall be occupied and used for single-family residential purposes only, and construction thereon shall be restricted to single family houses and related improvements. No business uses or activities of any kind whatsoever shall be permitted or conducted in Brookshire Estates except as to construct single family residents and real estate activities. No owner shall bring any action for or cause partition of any Lot, it being agreed that this restriction is necessary in order to preserve the rights of the Owners. Judicial partition by sale of a single Lot owned by two or more persons or entities and the division of the sale proceeds is not prohibited (but partition of title to a single Lot is Prohibited). No unsightly objects or nuisance shall be erected, placed or permitted which may endanger the health or unreasonably disturb the Owner or occupant of any Lot. No noxious, illegal or offensive activities shall be conducted on any Lot.
2. **Animals:** No animals, livestock or poultry shall be raised, bred or kept on any Lot except that 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 City of Richland applicable laws. All animal 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 Project is reasonable. Any decision rendered by the Board shall be final.
3. **Signs, Restrictions on Commercial Uses:** No sign of a commercial nature, except for the permanent entry signage, temporary developer signage, (one Builders sign and one "For Sale" sign per Lot of no more than two (2) square feet), shall be allowed in the Project. No unsightly objects or nuisance shall be erected, placed or permitted on any Lot. Notwithstanding any provision contained herein to the contrary, it shall be expressly permissible for the Declarant, owner or builder to move, locate and maintain, during the period of construction and sale of Lots, on such portions of the Project owned by that party as that party may from time to time select, such facilities as in the sole opinion of that party shall be reasonable required, convenient or incidental to the construction of houses and sale of Lots, including but not limited to business offices, storage areas, trailers, construction yards, construction materials and equipment of any kind, signs, models, and sales offices, subject to prior approval thereof by the Declarant (Advanced Development, LLC.) owners and managers.
4. **Garbage and Rubbish, Storage Areas:** Each Lot shall be maintained free of rubbish, trash, garbage or other unsightly items. Or equipment, and the same shall be promptly removed from each Lot and not allowed to accumulate thereon, and no garbage, trash or other waste materials shall be burned on any Lot. Garbage cans, clotheslines, woodpiles and areas for the storage of equipment and unsightly items shall be kept screened by adequate fencing or other aesthetically pleasing materials acceptable to the Architectural Control Committee so as to conceal same from the view of adjacent Lots and streets.
5. **Vehicles:** No vehicle, wagon, trailer, camper, mobile home or boat of any type which is abandoned or inoperative shall be stored or kept on any street, Lot or in front of any Lot in such manner as to be visible from any other Lot or any street or alleyway within or adjacent to the project. No vehicles, wagons, trailers, campers, mobile homes or boats or other mechanical equipment may be dismantled or allowed to accumulate on any street, Lot or in front of any Lot. No commercial vehicle, camper, boat, trailer, mobile home or recreational vehicle or similar type vehicle shall be parked on streets, front of a Lot, or in a front driveway. All recreation vehicles,

boats, trailers, etc. with a height exceeding eight (8) feet tall shall be prohibited from parking or being stored in the BROOKSHIRE ESTATES Division 2 – Phase 2 development. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicle shall be unobtrusive and inoffensive as determined by the Architectural Control Committee. Disabled vehicles shall not be parked on the driveways and street. Parking on the street shall be limited to the City of Richland's codes.

6. **Lights:** Except as initially installed 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 Lot or the Common Area, or any part thereof without the prior written consent of the Board. No television, satellite dishes or radio antennas shall be visible from the roadways, lots or Common Areas.
7. **Leasing:** The Owners of Lots shall have the absolute right to lease their respective Lots and the dwelling thereon provided that any such lease is in writing and is specifically made subject to the covenants, conditions, restrictions, limitations and users contained in this Declaration and any reasonable Rules and Regulations published by the Association. Any Owner who leases his/her Lot shall provide a copy of the lease to the Association within ten (10) days of its execution.

B. ARCHITECTURAL DESIGN STANDARDS

The Architectural Design Standards, as contained herein, are to be used as guidelines for the owner and builder in preparing plans and specifications for any proposed construction or improvement in Brookshire Estates Division 2 – Phase 2 and for maintaining an orderly construction environment. These guidelines are used by the Architectural Control Committee (ACC). The ACC reserves the right to grant variances or modify these standards as it deems appropriate.

1. **Submittals required for Architectural Control Committee approval:** All submittals required for Architectural Control Committee review and approval shall be accomplished by the submittal form adopted by the ACC. The following items shall be submitted to the Architectural Control Committee 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. Show all easements and proposed setbacks. Indicate the proposed grading and drainage away from the proposed residence and adjacent lots.
 - 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 and finish descriptions.
 - D. Specifications describing the materials and finishes proposed for exterior construction.
 - E. Landscape plan showing proposed landscape layout for the front yard and side yard for corner lots, including layout of plant types and sizes.
 - F. Colors proposed for all exterior finishes, including paint colors, brick, stone, stucco finishes, and roofing material color.

SUBMITTALS AND INQUIRES. Until the Brookshire Estates Division 2 - Phase 2 Homeowners Association has been organized and delegated the responsibilities of the Architectural Control Committee, all submittals shall be made to: **Advanced Development LLC., 3503 S. Quillan Ct., Kennewick, WA. 99337.**

Prior to the commencement of construction, the Owner or Builder shall obtain written approval of the proposed improvements from the ACC. Such approval may be condition upon submittal and approval of the landscape plan and the exterior colors. The Architectural control committee is composed of Mike Brooks, Jean Brooks, Tom Johnson and Katie Johnson. A majority of the committee may designate a successor.

2. Design standards:

- A. Minimum Square Feet:** The living area of the main structure, exclusive of open porches, basements and garages, shall be; not less than 1,750 square feet in the case of one level homes and not less than 2,250 square feet in the case of two level homes (2 story) or tri level home and not less than 3,000 square feet in the case of two story homes with basements (minimum of 1,200 square feet on main floor). Single level homes with basements shall have not less than 1,750 square feet on the main level. Three (3) story homes are not permitted. All homes constructed in the area shall include an attached garage of at least 500 square feet.
- B. Exterior Elevations:** Exterior elevations shall be evaluated on the overall character, depth, and balance of the design. The use of boxed out windows, dormer windows, covered entries, and other significant jogs in exterior wall are encouraged. Exterior brick, stone, or stucco, where used, shall wrap the corners a minimum of eighteen (18) inches. The minimum pitch for roofs shall be 6/12. Broken rooflines are encouraged and required. Roof vents and other ventilation pipes shall be located on the rear elevations except where impractical, and shall otherwise be installed in an inconspicuous location and manner. **Front Elevation:** All windows and door openings on front elevation of house will be required to be wrapped with a 3/2" wide material, including but not limited to stucco homes. The maximum straight wall shall be limited to 16 feet, except for garage walls which shall be limited to 30 feet. **Side Elevation:** The maximum straight wall shall be limited to 36 feet. **Rear Elevation:** The maximum straight wall shall be limited to 26 feet. A minimum of a 2-foot offset for exterior walls is required.
- C. Exterior Finishes and Colors:** Brick, Stone, or Stucco; All homes shall be required to incorporate brick, stone or stucco in the front exterior finish. Architectural and aesthetic balance shall be a primary concern in determining how much brick, stone, stucco will be required; however, the front exterior elevation shall have no less than 20% brick, stone or stucco excluding windows and doors. Brick, stone, and stucco shall be approved by ACC.
- D. Siding:** Hardboard sidings by Louisiana Pacific, Georgia Pacific or equal of the following types are permitted: Horizontal 6" full lap, Horizontal 8" full lap. 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 is prohibited.
- E. Exterior Paint Colors:** All structures shall be painted or colored in earth tones (i.e., brown, tan, crème, gray). No structure shall be painted or colored pink, purple, or red. All secondary structures must be of the same color as the main structure. Prior to construction all paint colors or exterior colors must be approved by the Architectural Control Committee.
- F. Fascia and Front door color:** Fascia trim and front door must be painted a different color than the body color of the house.
- G. Roof:** Roofs shall be 30 year premier laminate shingle grade or higher quality. Only black or weatherwood color will be allowed.
- H. Garages:** Interiors of garages shall be sheet rocked, taped and painted. The primary Purpose of the garage required for each lot is for parking and storage of automobiles and other vehicles. No other use of a garage that prohibits or limits the use of a garage for parking shall be permitted. The intent of this provision is to prevent the garage from being used solely as a storage or workshop location.
- I. Detached Storage Facilities and fences:** Detached storage facilities shall be of the same construction, finish, and color as proposed for the approved house. The maximum square footage size for any detached storage facility shall be 150 square feet. Maximum height is 12 feet measured from the finished floor to the peak of the roof. Lots will be fenced prior to any detached storage facility construction. Each lot will be limited to one (1) storage unit. Prior to the construction of any fence, plans shall be submitted to and approved in writing by the ACC. The submittal shall include a site plan showing the location of fencing proposed, including setback dimensions, and shall designate the type and height of fence and the finish proposed. Homeowners shall comply with the City of Richland guidelines for corner lot fencing. Whenever

possible, adjoining lots shall use common corner posts. All adjoining lots shall use the same fence material and color to promote conformity in the subdivision. All fences shall be 6 feet high (except where City of Richland codes do not allow), solid cedar unless otherwise approved by the ACC. Fence setbacks shall be at least six feet behind the principle setback of the house on each side of the lot. On Block 3, Lot 1 no fencing material of any kind will be allowed to be installed on the backyard and side yard adjacent to Kensington Way.

- J. Utilities:** All homes are required to have gas furnace and gas hot water tank, with gas being supplied by Cascade Natural Gas Company.
- K. Vehicles:** No recreation vehicle, boat, trailer, etc. shall be parked on the streets, nor shall these items be stored on any individual lot closer to the street than six (6) feet back from the front of the garage or further back than the back line of house. Parking is permitted only on side of garage. The vehicle storage area must be fenced from the front of the garage to the adjacent side property line, along the side property line and back property line with a six (6) foot solid cedar fence. All recreation vehicles, boats, trailers, etc. with a height exceeding eight (8) feet tall shall be prohibited from parking or being stored in the BROOKSHIRE ESTATES Division 2 - Phase 2 development.
- L. Landscaping:** A landscape plan shall be prepared and submitted to the ACC. The use of berms and clustered planting groups such as garden beds with trees, shrubs and flowers are encouraged. The owner, builder shall be responsible for a minimum of landscaping in the front yard (and side yards on corner lots) to include under ground sprinklers. All lots must have a minimum of lawn or grass growing and ten (10) trees or shrubs (5 gallon size or larger) in the front yard. The front yard abutting the main street serving as access to any lot must be fully landscaped within thirty (30) days of any structure receiving a certificate of occupancy from the City of Richland. Front yard will be measured starting from the sidewalk to two feet behind the side lot corner of house. The side yards and backyards shall be landscaped with sprinklers within 180 days of occupancy. Only sod is permitted to be installed on front yards and side yards for corner lots. Seed and hydro-seed are permitted on side and rear yards. Sidewalks will be installed and paid for by builder/homeowner.
- M. Mailboxes:** The developer will provide Mailbox clusters and post office will supply keys. Replacement necessitated by damage from whatever source shall be at the expense of the builder/homeowners.
- N. Basketball equipment:** Basketball backboards shall not be permitted on the roof or walls of a dwelling.
- O. Jobsite maintenance:** The owner or builder shall be responsible for maintaining the jobsite in an orderly manner. All debris will be consolidated into neat piles, or picked up by the close of business every Friday. Dogs without leashes shall not be permitted on the jobsite. Temporary toilets shall be place within the property boundary limits. Streets shall remain free from dirt, gravel, or other excavation materials and shall be maintained by the owner or builder in a clean and orderly manner.
- P. Building and Use Restrictions:** Any dwelling or structure on any lot shall be completed to an external appearance including finish painting within six (6) months from date of commencement of construction.

C. 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 irrigation system and common areas. The Association shall assume control of ACC functions when directed by the developer.

- A. Membership:** Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to ownership. Developer shall be exempt from Homeowner dues and any maintenance fees.
- B. Covenants, Agreements 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.

- C. Lot/Unit Maintenance:** Each Lot owner hereby covenants and agrees to maintain his/her respective lot. Lot vegetation shall be maintained at a height of six (6) inches. Each lot owner, including the unit 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 roofs, 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 lot(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 than 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 costs 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.
- D. 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.
- E. 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 nor more than thirty (30) days prior to the scheduled 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.
- G. 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.
- H. Maintenance Budget and Assessments:** The owners 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 assessments at the rate of ten (10) percent per annum from the date on which they are due.
- I. 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.
- J. 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 other purposes. Collection shall be as set forth in Paragraphs F and G above.
- K. Personal Liability for Assessments:** Transfer of any lot, by whatever means, shall not extinguish any lien for an unpaid assessment.
- L. Bylaws:** the Association may adopt Bylaws not inconsistent herewith, which shall set forth the details of the management of the Association.

- M. **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.
- N. **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.
- O. **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.
- P. **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.
- Q. **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.
- R. **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.
- S. **Severability Clause:** The Association shall, at all time, observe all of the laws, regulations, ordinances and the like of the City of Richland, 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 life shall become null and void, but no other part of this declaration not in conflict therewith shall be affected thereby.
- T. **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 that purpose, and filing the same with the office of the Benton county Auditor, County of Benton, State of Washington.
- U. **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.

IN WITNESS WHEREOF, the undersigned owners of the property who are managing members of the limited liability company known as Advanced Development, LLC.

ADVANCED DEVELOPMENT LLC.

By: Michael L. Brooks
Michael L. Brooks
Managing Member

By: Thomas C. Johnson
Thomas C. Johnson
Managing Member

By: N. Jean Brooks
N. Jean Brooks
Secretary/Treasurer

By: Kathleen M. Johnson
Kathleen M. Johnson
Member

IN WITNESS WHEREOF, the undersigned have read and agree to all terms and conditions set forth in the Declaration of Protective Restrictions, Covenants and Agreements for Brookshire Estates, Division 2 - Phase 2, Block 1 Lots 1-6, Block 2 Lots 1-7, Block 3 Lots 1-6.

By: _____
Buyer

New Address: _____

Date: _____

By: _____
Buyer

Date: _____