

After Recording Mail to:

Wes Hodges
12301 S. 1538 P.R. S.W.
Prosser Wa.
99350



Reference numbers of related documents:

Grantor/Declarants: Hodges Properties, L.L.C.

Grantee:

Legal Description: The Plat of ButterCreek Estates, Tract A, Volume D, Page 237, Franklin County, Washington

**PROTECTIVE COVENANTS RUNNING WITH LAND
FOR
BUTTERCREEK ESTATES
Phase 1**

THIS INDENTURE AND DECLARATION of covenants running with the land made this 13th day of June, 2003, by **HODGES PROPERTIES, L.L.C.**, a Washington Limited Liability Company, (Declarants).

WITNESSETH:

WHEREAS, said parties are the owners of the following described property which is being platted as Buttercreek Estates, an addition to Franklin County, Washington, which property is located within the city Pasco's urban growth boundary and is legally described as:

The Plat of BUTTERCREEK ESTATES Subdivision and is currently east of Road 68 and south of Richardson Road, Franklin County, Washington. Tract A, BLOCK 1, LOTS 1-14, BLOCK 2 LOTS 1-3, AND BLOCK 3 LOT 1, PORTION SW1/4-SW1/4-NW1/4-SW1/4-& NW1/4 SECTION 22, T. 9 N., R. 29 E., W.M. FRANKLIN COUNTY WASHINGTON.

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 Buttercreek Estates, an addition to Franklin County Washington, as recorded in Volume D of Plats, Page 237 Records of Franklin County, Washington, under auditors file number **1624242** which property is all located within the urban growth boundary of Pasco, 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:

1. The area covered by these covenants is the entire area described above.
2. Each lot shall be used only for one single family detached residence and related accessory buildings.
3. The living area of the main structure, exclusive of one story, open porches and garages, shall be: not less than 1500 square feet in the case of one level homes and not less than 1800 square feet in the case of 2 story homes and not less than 1800 sq. ft. for multi-level homes. Single level homes with basements shall have not less than 1500 square feet on the main level. All homes constructed in the area shall include an attached garage of at least 400 square feet.
4. The primary residence shall be stick built double wall construction only. **MANUFACTURED OR MODULAR HOMES NOT ALLOWED OF ANY KIND.** Siding shall consist of lap siding, vinyl, brick, stucco or architectural distinctive design approved by the ACC. T-111 or vertical siding not allowed.
5. No main residences shall have metal roofs of any type. All main residences must be roofed by architectural laminate roofing material. No three tab style shingles will be allowed. No less than a minimum of 5:12 pitch roof
6. All secondary structures, such as garages, barns, sheds, or storage buildings must conform to the standards set by the Architectural Control Committee. All Structures must be of similar color as the main structure. No structure shall be painted or colored, pink, purple, bright yellow or red. Prior to construction the Architectural Control Committee must approve all exterior paint colors. Outbuildings shall not be more than 18' in average height and no more than 21' feet at the peak. All shops to have eave overhangs on all sides. Maximum size shall not be more than 1680 sq. ft. or as approved by the A.C.C. and approved by the Franklin County building department building code. Secondary structure i.e. shop square footage shall not be larger than the main residence square footage.
7. All set back lines, sidelines, and other building restrictions shall be in accordance with the ordinances of Franklin County.
8. All easements shown on the face of the plat shall be maintained by the owners of the lot. No structures, plantings, or other materials shall be placed upon said easements in a

manner, which may damage or interfere with the installation and maintenance of utilities or which may interfere with or change the direction of drainage channels within the easements. Fences may be erected along property lines as long as the owner of the lot is aware that access to the easement may require the removal of said fences.

9. No fence, wall, or hedge shall be erected, placed, or altered on any lot nearer to any street than the building set back line. Decorative open fencing of not more than 42 inches high may be installed in the front yard of any dwelling. No cyclone fences or mesh steel fences will be erected of any kind. The front yard abutting the main street serving as access to any lot must be fully landscaped within 180 days of receiving certificate of occupancy weather permitting. Fencing that is installed on along road 68 will be the adjoining property owner's responsibility for upkeep, repairs and any future maintenance that may be required. Lot owners of 1 and 10 will be responsible for the upkeep and maintenance of any entry monuments that developer may install.

10. No TV antennae, radio antennae, or satellite dishes or related items shall be placed or installed on any lot in a manner, which would be visible from the street.

11. No recreational vehicle, boat, trailer, etc. shall be parked on the main street, nor shall these items be stored on any individual lot closer to the street than the front of the garage. The intent of this covenant applies to the permanent storage of such vehicles by a property owner and does not apply to one who may be visiting an individual property owner. Any such vehicle parked for a period longer than two (2) weeks will be considered permanent and will fall under the conditions of this covenant.

12. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoying or a nuisance to the neighborhood.

13. One permanent sign displaying the name of the subdivision shall be permitted at each entrance to the subdivision. Other permanent signs on any lot within the subdivision shall be limited to one sign of not more than one (1) square foot identifying the occupant of the residence. Temporary signs shall be allowed for the purpose of advertising the property for sale or rent.

14. No animals or livestock of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept, providing that they are not kept, bred, or maintained for commercial purposes. No more than four (4) pets shall be allowed per household, or in the case of a household pet giving birth, no longer than sixty (60) days from the date of the birth.

15. No individual water supply system shall be permitted on any lot.

16. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Waste shall not be kept except in sanitary containers.

17. No building shall be erected or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade of elevation. The Architectural Control Committee is composed of Wes Hodges and at the offices Hodges Properties L.L.C., 12301 S. 1538 PR S.W. Prosser, Washington. A majority of the Committee may designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee is purely an Architectural Control Committee not a policing body. In the event issues arise or these CC&R's are not adhered to, the homeowners would get three signed letters from adjoining property owners. If this event still occurs and no remedy has been taken, then the homeowners to appoint a third party arbitrator at their own expense.

18. The placement of houses on the lots and the exterior elevation of the house shall be approved by the Architectural Control Committee.

19. No buildings, shrubs, or other plantings shall exceed thirty (30) feet in height.

20. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Enforcement may be had by any owner of any property subject to these Protective Covenants. In case of any litigation the prevailing party shall be entitled to an award of their reasonable attorney's fees and litigation costs.

21. Invalidation of any one of these covenants by judgment or court shall in no way affect any of the other provisions, which shall remain in full force and effect.

22. These covenants may be amended by seventy-five percent (75%) majority of the owners of property contained within the subdivision that includes phase 1 and future phase 2 of ButterCreek Estates only after all lots are sold for phase 1 and 2 and Hodges Properties no longer have any interest in the land. Said change(s) shall be recorded and become an addition to these covenants and conditions. A change to any individual item of these covenants shall in no way affect the remaining items contained within this set of covenants.

23. Declarants reserve the right to form an association at the time both phase 1 and future phase 2 are complete and all lots are sold and Hodges Properties L.L.C. no longer have any interest in the land, which will be formed as a non-profit corporation organized under the Laws of the State of Washington and named the ButterCreek Homeowners Association. Such corporation will be vested with all powers allowed and as prescribed by law with the purpose of owning and maintaining any common areas or property deeded to such corporation by the Declarants including, but not limited to any landscaping, entry



monuments, retention ponds, entryway landscaping, and other properties used commonly or for the common benefit of the property.

24. A. If the Declarants elect to form an association they will name a Board of Directors of not fewer than three (3) persons, who need not be Owners, with full authority to manage the Association as a Board of Directors during a formation period. Such Board will elect officers to preside over meetings and to follow the directions of the Board and will be further empowered as allowed by law. Within twelve (12) months of electing to form an association, an annual meeting will be called to elect a Board of Directors and officers. The Board of Directors may be increased to five (5) members at that time.

B. Every person or entity who is an Owner of any Lot of property will be a member of the Association. "Lot" is defined as any legally segmented portion of ButterCreek Estates created by subdivision or any other legal provision of dividing land with the exception of streets, common areas, public areas, or areas deeded to a public agency or irrigation source entity. Such membership shall not be separated from ownership of the Lot to which it relates and shall be appurtenant to and held and owned by the Owner of the Lot. Each Owner shall be entitled to cast one vote in the Association for each Lot owned.

C. 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 or an 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. Such assessments shall be calculated by taking the total of the Budget approved by the Board of Directors and dividing the same by the total number of Lots included in Buttercreek Estates. If any assessment is unpaid in full within thirty (30) days after first payable, it shall constitute a lien against the Lot assessed and shall bear interest at the rate applicable to judgments. By accepting a deed to a Lot, each Owner grants the Association the power to bring an action against the Owner to collect such as a debt and to enforce the lien created herein by foreclosing such in the same form as is then provided to foreclose a mortgage on real property. The liens provided herein shall be for the benefit of the Association. Additionally, the Association shall be entitled to an award of its reasonable attorney's fees and costs incurred in enforcing its lien. Any lien or assessment created herein shall be subordinate to any mortgage or security interest placed upon a Lot as a construction loan or as a purchase price servient interest. The Association shall, upon receipt of a written request, grant a subordinate to confirm a lender's superior servient interest by executing a written subordination document.

25. 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 a simple majority of the then

