



AFTER RECORDING MAIL TO:

BRANWOOD Co INC.  
3311 W CLEMMATERA  
KENNEWICK, WA.  
99330

Reference numbers of related documents:

Grantor(s):

Grantee(s):

Abbreviated Legal Description: SP 2623, Lot #1-15 Clodfelter Heights

Additional Legal: Sec 13, T8N, R28E, W.M.

Assessor's Tax Parcel ID Number: 1-1388-301-2623-004

**DECLARATION OF PROTECTIVE RESTRICTIONS,  
COVENANTS AND AGREEMENTS  
FOR  
CLODFELTER HEIGHTS**

**Benton County, Washington**

**KNOW ALL MEN BY THESE PRESENTS:** That the undersigned being owners of and having all interest in all of the property described as follows:

Lots 1 through 15, inclusive, CLODFELTER HEIGHTS, according to the Plat thereof recorded in Volume 15 of Plats, Page 228 of the official records of the County Recorder of Benton County, Washington.

Such shall hereinafter be referred to as the "Property".

**A. USE RESTRICTIONS**

**1. Use of Lots as a Single Family Subdivision:** All Lots within the Property 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 within the Property, except as set forth in Paragraph 3 of this Article below. 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 horizontal property regime or condominium shall be created within the Property. 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 cloven foot animals or poultry shall be raised, bred or kept on any Lot except that customary household pets such as dogs, cats and household birds 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 animal wastes must be promptly disposed of in accordance with applicable city or county regulations. Upon the written request of any Owner, the Architectural Control Committee 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 or birds maintained on any portion of the Project is reasonable. Any decision rendered by Architectural Control Committee shall be final. If the Architectural Control Committee declines to give a ruling or if the Committee is not in existence, then any Owner may petition the Superior Court for a ruling.

**3. Signs, Restrictions on Commercial Uses:** No sign of a commercial nature, except for one "For Rent" or one "For Sale" sign per Lot of no more that two (2) square feet, shall be allowed on the Property. No billboards, stores, offices or other places of business of any character, or any institution or other place for the care or treatment of the sick, disabled, physically or mentally, shall be placed or permitted to remain on any of said Lots, nor shall any theater, bar, restaurant, saloon, or other place of entertainment ever be erected or permitted on any Lot, and no business of any kind or character whatsoever shall be conducted in or from any Lot. 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, buyer or builder to move, locate and maintain, during the period of construction and sale of Lots, on such portions of the Property 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, temporary buildings, construction yards, construction materials and equipment of any kind, signs, models, and sales offices, subject to prior approval thereof by the Declarant.

**4. Garbage and Rubbish, Storage Areas:** Each Lot shall be maintained free of rubbish, trash, garbage, 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 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 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 in front of a Lot in a front driveway or otherwise on a Lot where it can be seen from any street. 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 72 hours.

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.

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.

## B. ARCHITECTURAL DESIGN STANDARDS AND CONSTRUCTION GUIDELINES

The Architectural Design Standards and Construction Guidelines, 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 the Property 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 finish descriptions.

d. Specifications describing the materials and finishes proposed for both interior and 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. Colors proposed for all exterior finishes, including paint colors, brick, stone, and stucco finishes. Exterior colors shall be selected from the ACC approved list of exterior colors.

### C. SUBMITTALS AND INQUIRIES

The Architectural Control Committee shall consist of Lee Woodard and Ed Branson or such others selected by such individuals. All submittals shall be made at 3311 W Clearwater Avenue, Suite D111, Kennewick, WA 99336. (509) 374-2666

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.

#### 1. Design standards

a. **Minimum Square Feet:** All homes shall have a minimum of 1700 square feet of finished space exclusive of basements, garages, storage rooms, covered patios, etc. All multi-level homes shall have a minimum of 2100 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. Large expanses of flat, unbroken surfaces are discouraged. Exterior wall shall be limited to 16 feet flat expanses. Brick, stone, or stucco, where used, shall wrap the corners a minimum of two feet. Where siding is used, batten boards or trim shall be located as inconspicuously and as symmetrically as possible.

Broken rooflines are encouraged and required. Mixing of different roof pitches on the same elevation is discouraged. 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.

In order to preserve views, no house or out building shall block existing views and shall not exceed fifteen (15) feet above the highest land elevation on any Lot. Buildings shall be sited on any Lot in a manner such as to preserve views from adjoining Lots.

**c. Exterior Finishes and Colors:** Brick, Stone, or Stucco; All homes shall be required to incorporate brick, stone, or stucco in the exterior finish. Architectural and aesthetic balance shall be a primary concern in determining how much brick, stone or stucco will be required. However, the front exterior elevation shall have no less than 30% brick, stone or stucco excluding windows and doors. Brick, stone, and stucco colors shall be compatible with the exterior colors selected and approved by ACC. Darker brick shades are encouraged. White or light gray brick is not permitted.

**d. Siding:** Hardboard sidings by Masonite, Louisiana Pacific, Georgia Pacific, or equal of the following types are permitted:

- 4" reveal cottage lap
- 6" reveal cottage lap
- 6" full lap
- 8" full lap
- Vertical siding as approved by the ACC.

Other types of siding not contemplated herein are subject to written approval by the ACC. Steel, aluminum, or vinyl siding is prohibited.

**e. Exterior Paint Colors:** Select exterior paint colors from the Approved Exterior Colors list for the main body color, window and door trim, and fascia (see Appendix A). The Approved Exterior Colors list designates those colors that are approved for use as the main body color (B), window and door trim color (T), and fascia color (F) and are grouped by color family or color card. Any variance from the approved exterior color selections must be approved in writing by the ACC. Rain gutters and down spouts shall be painted to match the color of the surface to which they are attached.

**f. Main Body Color:** Select from the approved exterior colors list for the main color (B) unless otherwise approved in writing by the ACC.

**g. Corner and Batten Trim:** Painted trim on corners shall be the same color as the main body color unless otherwise approved in writing by the ACC.

**h. Window and Door Trim:** Colors shall be from approved list. Colors shall be from the same color card as chosen for the main body unless approved by the ACC. White trim is preferred on homes with blue/gray tones for the main body color. Lighter trim colors are encouraged. Dark contrasting trim around windows and doors are not approved; however darker tones are permitted to match a darker main entry door.

**i. Fascia Trim:** Fascia trim (F) shall be selected from the Approved Exterior Colors list and from the same color card as the main body color chosen from the approved



exterior color list. White fascia is preferred on homes with blue/gray tones for the main body color. Other tones not of the same color group are not allowed unless approved in writing by the ACC.

**j. Roof:** Roofs shall be architectural 30-year grade or higher quality. Only darker colors are permitted. White, light brown and light blue roofs are not permitted.

**k. Garages:** Interiors of garages shall be sheet rocked, taped, textured, 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.

**l. Detached Storage Facilities:** Detached storage facilities shall be of the same construction, finish, and color as proposed for the approved house. Small trailers and equipment shall be stored behind approved screens or fencing.

**m. Fences:** 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 Kennewick 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 not be over 4' 6" high, unless otherwise approved by the ACC. Fencing shall be white 3-rail vinyl and must be installed on the west side of the Lot and two other sides within two (2) years of Lot purchase.

**n. Landscaping:** Seed and hydro-seed are permitted on side and rear yards. In order to preserve views, no landscaping shall exceed fourteen (14) feet in height originally or at any time thereafter.

**o. Basketball Equipment:** Basketball backboards shall not be permitted on the roof or walls of a dwelling.

**p. Job Site Maintenance:** The owner or builder shall be responsible for maintaining the job site in an orderly manner. Effort will be made to have all debris policed by the close of business every Friday. Dogs without leashes shall not be permitted on the job site. Temporary toilets shall be placed 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.

**D. MISCELLANEOUS AND GENERAL PROVISIONS**

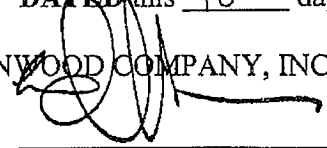
**1. Amendment/Termination of Declaration, Covenants, Conditions and Restriction:** This Declaration may be amended or terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of this Declaration, by the owners of 86.7% or 13 votes out of 15 of the properties subject hereto at any time it is proposed to terminate or amend 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.

**2. Covenants, Conditions and Restrictions 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 the inure to the benefit of the owners of the properties described herein, 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.

**3. 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.

DATED this 10<sup>th</sup> day of September 2004.

BRANWOOD COMPANY, INC.

By:   
Edward U. Branson, President

By: Diane Branson  
Diane Branson, Secretary

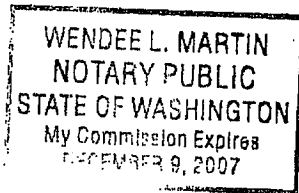
  
MARGARITA ORTIZ

STATE OF WASHINGTON )  
 )  
 ) §  
COUNTY OF BENTON )

On this 10<sup>th</sup> day of September, 2004, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Edward U. Branson and Diane Branson, to me known to be the President and Secretary, respectively, of **Branwood Company, Inc.**, the corporation that executed the foregoing **Declaration of Protective Restrictions, Covenants and Agreements for Clodfelter Heights**, and acknowledged the same to be the free and voluntary act of said corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said **Declaration** on behalf of said corporation.

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

Wendee L. Martin  
NOTARY PUBLIC in and for the State of  
Washington, residing at 118 S. Harrison St. Kern  
My Commission Expires: Dec 9, 2007

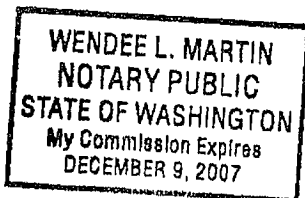


STATE OF WASHINGTON )  
 )  
 ) §  
COUNTY OF BENTON )

On this day personally appeared before me **Margarita Ortiz**, to me known to be the individual described in and who executed the within and foregoing **Declaration of Protective Restrictions, Covenants and Agreements for Clodfelter Heights**, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10<sup>th</sup> day of September, 2004.

Wendee L. Martin  
NOTARY PUBLIC in and for the State of  
Washington, residing at 118 S. Harrison St. Kern.  
My Commission Expires: Dec 9, 2007



CONSENT

The undersigned lender hereby consents to the recording of the above Declaration of Protective Restrictions, Covenants and Agreements for Clodfelter Heights.

BANK OF WHITMAN

By: [Signature]  
Title: \_\_\_\_\_

KLF\K03132\DPRCA