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06/04/1999 01:25P  
Benton County

After Recording Mail to:

Kenneth A. Miller  
MILLER, MERTENS & SPANNER, P.L.L.C.  
1319 Lee Boulevard  
Richland, WA 99352

CHICAGO TITLE INSURANCE CO.

Reference numbers of related documents:

8241014 16-

Grantor/Declarants: Country View Estates, Inc.; B & B Quality Homes, LLC; Robert A. Johnson, Inc., a Washington corporation; and Castle Builders, Inc., a Washington corporation

Grantee: PUBLIC

Legal Description: The Plat of Country View Estates, Phase I, Lots 1-10, Block 1, Lots 1-6, Block 2, Lots 1-2, Block 3, Lots 1-11, Block 4, Volume 15, Page 87, Benton County, Washington

Assessor's Tax Parcel ID Numbers: PTN 1-3598-200-0002-001

**PROTECTIVE COVENANTS RUNNING WITH LAND  
FOR  
COUNTRY VIEW ESTATES**

**THIS INDENTURE AND DECLARATION** of covenants running with the land, made this 1<sup>st</sup> day of FEBRUARY, 1999, by **COUNTRY VIEW ESTATES, INC.**, a Washington Corporation, **B & B QUALITY HOMES, LLC**, a Washington Limited Liability Company, **ROBERT A. JOHNSON, INC.**, a Washington corporation; and **CASTLE BUILDERS, INC.**, a Washington corporation. (Declarants).

**WITNESSETH:**

**WHEREAS**, said parties are the owners of the following described property which is being platted as Country View Estates, 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 Country View Estates Phase I, Lots 1-10, Block 1, Lots 1-6, Block 2, Lots 1-2, Block 3, Lots 1-11, Block 4, as

recorded in Volume 15 of Plats, Page 87, records of Benton 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 Country View Estates, an addition to Richland, Washington, as recorded in Volume 15 of Plats, Page 87, records of Benton County, Washington, which property is all 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:

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 1,800 square feet in the case of one level homes and not less than 2,000 square feet in the case of multi-level homes or homes with basements. Single level homes with basements shall have not less than 1,800 square feet on the main level. All homes constructed in the area shall include an attached garage of at least 400 square feet.
4. There shall be a minimum of 100 square feet of stucco/dryvit material or brick on the front of each main structure located on any lot. There shall be no vertical siding of any type placed on any structure.
5. No structure shall have metal roofs or siding of any type. All structures must be roofed by architectural laminate roofing material or tile roofing.
6. All secondary structures must be of the same color as the main structure. All structures shall be painted or colored in earth tones (i.e., brown, tan, crème, gray). No structure shall be painted or colored green, blue, pink, purple, yellow or red. Prior to construction all paint colors or exterior colors must be approved by the Architectural Control Committee.
7. All lots must have a minimum of 1,000 square feet of lawn or grass growing and two (2) trees or shrubs 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.



8. No building shall be located on any lot nearer than 20 feet to the front line, or nearer than 20 feet to any side street line. No permanent structure shall be located nearer than 10 feet to an interior lot line. For purposes of this covenant, open patios and decks are not considered as part of the building.

9. All easements shown on the face of the plot 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.

10. No fence, wall, or hedge shall be erected, placed, or altered on any lot nearer to any street than the building set back line.

11. 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.

12. 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 vehicle storage area must be fenced from the front of the garage to the adjacent side property line and along the side property line with a six foot (6') solid cedar fence.

13. 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.

14. 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.

15. 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 birth.

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

17. 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.
18. 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 Glen Engelhard, Norm Engelhard and Ed Harrod, at the offices of Coldwell Banker/Adams Realty, 830 North Columbia Center Boulevard, Kennewick, 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.
19. The placement of houses on the lots and the exterior elevation of the house shall be approved by the Architectural Control Committee.
20. No buildings, shrubs, or other plantings shall exceed thirty (30) feet in height.
21. 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 Protection Covenants. In case of any litigation the prevailing party shall be entitled to an award of their reasonable attorneys fees and litigation costs.
22. Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the other provisions which shall remain in full force and effect.
23. These covenants may be amended by seventy-five percent (75%) majority of the owners of property contained within the subdivision. 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 wise affect the remaining items contained within this set of covenants.
24. Declarants reserve the right to form an association at any time which will be formed as a non-profit corporation organized under the Laws of the State of Washington and named the Country View Estates 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.

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. iLotj is defined as any legally segmented portion of Country View 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 Country View 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 attorneys 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 lenders 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

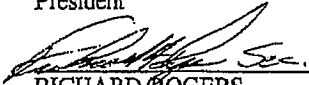


then property owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

*IN WITNESS WHEREOF*, the undersigned owners of the property who are officers in the corporation known as Country View Estates, Inc., and managing members of the limited liability company known as B & B Quality Homes, LLC have affixed their signatures.

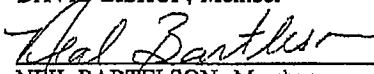
COUNTRY VIEW ESTATES, INC.

By:   
GLEN ENGELHARD  
President

By:   
RICHARD ROGERS  
Secretary/Treasurer

B & B QUALITY HOMES, LLC

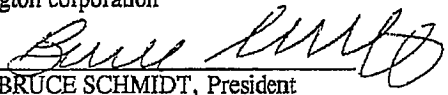
By:   
DAVID BISHOP, Member

By:   
NEIL BARTELSON, Member


ROBERT A. JOHNSON, INC., a  
Washington corporation

By:   
ROBERT A. JOHNSON, President

CASTLE BUILDERS, INC., a  
Washington corporation

By:   
BRUCE SCHMIDT, President

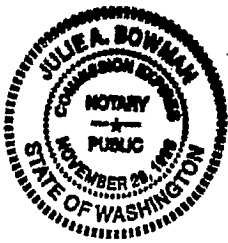
SWANSON & SWANSON CUSTOM HOEMS & REMODELING, LLC

By:   
ERIC SWANSON, Manager

STATE OF WASHINGTON )  
 ) §  
COUNTY OF BENTON )

On this 9<sup>th</sup> day of February, 1999, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GLEN ENGELHARD, to me known to be the President of COUNTRY VIEW ESTATES, INC., the corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said corporation.

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



Julie A. Bowman  
NOTARY PUBLIC in and for the State of  
Washington, residing at Kennewick  
Commission Expires: 11-29-99

STATE OF WASHINGTON )  
 ) §  
COUNTY OF BENTON )

On this 9 day of February, 1999, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RICHARD ROGERS, to me known to be the Secretary/Treasurer of COUNTRY VIEW ESTATES, INC., the corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said corporation.

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

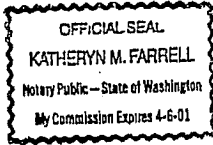


Kathryn M. Farrell  
NOTARY PUBLIC in and for the State of  
Washington, residing at Peabody  
Commission Expires: 4-6-01

STATE OF WASHINGTON )  
 ) §  
COUNTY OF BENTON )

On this 5 day of MAY, 1999, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID BISHOP, to me known to be a Member of B & B QUALITY HOMES, LLC, the limited liability company that executed the foregoing instrument, and acknowledged it to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

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



*Kathryn M. Farrell*  
NOTARY PUBLIC in and for the State of Washington, residing at Richland  
Commission Expires: 4-6-01

STATE OF WASHINGTON )  
 ) §  
COUNTY OF BENTON )

On this 2 day of JUNE, 1999, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared NEIL BARTELSON, to me known to be a Member of B & B QUALITY HOMES, LLC, the limited liability company that executed the foregoing instrument, and acknowledged it to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said limited liability company.

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



*Kathryn M. Farrell*  
NOTARY PUBLIC in and for the State of Washington, residing at Richland  
Commission Expires: 4-6-01

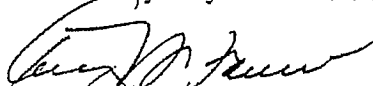


STATE OF WASHINGTON )  
 )  
COUNTY OF BENTON ) §

On this 21 day of May, 1999, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT A. JOHNSON, to me known to be the President of ROBERT A. JOHNSON, INC., the corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said corporation.

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



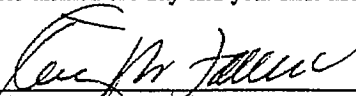
  
NOTARY PUBLIC in and for the State of Washington, residing at Redland  
Commission Expires: 4-6-01

STATE OF WASHINGTON )  
 )  
COUNTY OF BENTON ) §

On this 26 day of MAY, 1999, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BRUCE SCHMIDT, to me known to be the President of CASTLE BUILDERS, INC., the corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of said corporation.

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



  
NOTARY PUBLIC in and for the State of Washington, residing at Redland  
Commission Expires: 4-6-01