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Return Name and Address:

James & Mary Etter  
P.O. Box 1697  
Richland, WA 99352

VOL 683 PAGE 1060

**PLEASE PRINT OR TYPE INFORMATION:**

**Document Title(s)**(or transactions contained therein):

1. Declaration of Protective Restrictions Covenants and Agreements
- 2.
- 3.
- 4.

**Grantor(s)**(Last name first, first name, middle initials):

1. Etter, James W.
- 2.
3. The Vineyards
- 4.

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)**(Last name first, first name, middle initials):

1. The Public
- 2.
- 3.
- 4.

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: ie. lot, block, plat or section, township, range, qtr. qtr.)

Additional legal is on page \_\_\_\_\_ of document.

**Reference Number(s)** of documents assigned or released:

Additional numbers on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

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 Protective Restrictions  
Covenants and Agreements  
for

The Vineyards

Benton County, Washington

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

Lots 1 Through 64 Inclusive, THE VINEYARDS according to the Plat thereof recorded in Book \_\_\_\_\_ of Maps, Page \_\_\_\_\_ of the official records of the County Recorder of Benton County, Washington. See attached copy of Exhibit B page 11.

**USE RESTRICTIONS**

**1. Use of Lots as a Single Family Subdivision:** All Lots within The Vineyards 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 The Vineyards, except as set forth in paragraph 4 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 Vineyards. 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, 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 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 or birds 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 one "For Rent" or one "For Sale" sign per Lot of no more than five (5) square feet, shall be allowed in the Project. 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 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, 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 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 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. Enforcement of this provision shall include written notice to the owner with a 24 hour grace period; and thereafter the vehicle shall be removed from the street at the owners expense.

**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 or satellite dishes shall be visible from roadways of lots, other lots within the subdivision or Common Areas. An exterior light pole with a 60 watt bulb shall be installed within 10 feet of the front property line or two decorative lights shall be installed on the corners of garages facing the street.

**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.

#### **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 Vineyards 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.

**8. 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.

ALL SUBMITTALS AND INQUIRIES WILL BE MADE TO: Chuck Sheeley, 9455 Jerico Road, Richland, WA 99352 and or Bill Eter, 509-628-0729.

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.

#### **9. 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.

Unless otherwise approved the ACC as compatible with a particular architectural design or style, the minimum pitch for roofs shall be 6:12. Broken roof lines 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.

Two story homes are prohibited on corner lots, as determined by the ACC.

**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, 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:** Fascial 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 which 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 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 4 to 6 feet high, 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. Transition in fence height from 4 feet to 6 feet shall be accomplished by stepping, not angling the fence top.

**N. 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 builder shall be responsible for minimum landscaping in the front yard (and side yards on corners) to include under ground sprinklers. The side yards and backyards shall be landscaped with sprinklers within 180 days of occupancy. Only sod is permitted on front yards. Seed and hydro-seed are permitted on side and rear yards.

**O. Mailboxes:** Mailbox clusters will be provided by the developer. Replacement necessitated by damage from whatever source shall be at the expense of the builder/homeowners.

**P. Basketball Equipment:** Basketball backboards shall not be permitted on the roof or

walls of a dwelling.

**Q. Jobsite maintenance:** The owner or builder shall be responsible for maintaining the jobsite 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 jobsite. 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.

**R. Homeowners Association:** An association shall be formed at the discretion of the developer and the association shall have the authority to assess maintenance fees for support of common areas. The association shall assume control of ACC functions when directed by the developer.

**Miscellaneous and General Provisions**

**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.

**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 like shall become null and void, but no other part of this declaration not in conflict therewith shall be affected thereby.

**Termination of Declaration, Covenants, Conditions and Restriction:** 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.

**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 in Exhibit B, 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.

**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 11<sup>th</sup> Day of FEBRUARY 1998.

Signature of Developer: [Signature]

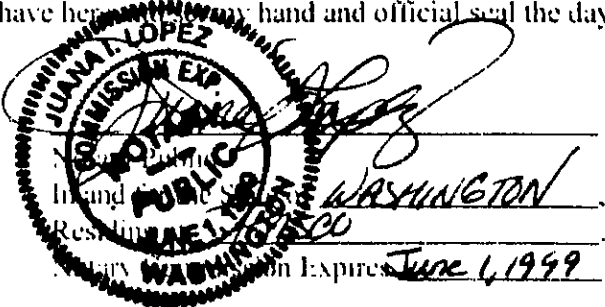
Signature of Developer: [Signature]

State of WASHINGTON

County of BENTON

I, JUANA I. LOPEZ, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 11<sup>th</sup> Day of FEBRUARY, 1998 personally appeared before me JAMES W. ETTER + NADY DAHLGREN ETTER personally known to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that THEY Executed, signed and sealed the same as a free and voluntary act and deed for the use and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year in his certificate above written.



The Vineyards Architectural Control Committee

Submittal Form  
for  
The Vineyards

The Vineyards: Lot \_\_\_\_\_ Block \_\_\_\_\_

Submitted by : \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Contact person: \_\_\_\_\_

Submittals required for final approval:

- 1. Site plan
- 2. Floor plan
- 3. Elevations
- 4. Specifications/Material Descriptions
- 5. Landscape Plan
- 6. Exterior Colors

Main Body Color: \_\_\_\_\_

Facia Trim: \_\_\_\_\_

Window & Door Trim: \_\_\_\_\_

Corner Trim: \_\_\_\_\_

Roofing material & color \_\_\_\_\_

Brick: \_\_\_\_\_

Stone: \_\_\_\_\_

Stucco: \_\_\_\_\_

Appendix A  
The Vineyards  
Approved Exterior Colors

Sbarwa William				
SW2001 F	SW2036 F	SW2078 F	SW2113 F	SW2218 F
SW2002 F	SW2037 F	SW2079 B,F	SW2114 F	SW2219 B,F
SW2003 B,T,F	SW2038 B,T,F	SW2080 B,T,F	SW2115 B,F	SW2220 B,T,F
SW2004 B,T,F	SW2039 B,T,F	SW2081 B,T,F	SW2116 B,T,F	SW2221 B,T,F
SW2005 F	SW2040 F	SW2082 F	SW2117 F	SW2222 F
	SW2041 F	SW2083 F		SW2223 F
SW2008 F	SW2050 F	SW2085 F	SW2120 F	SW2225 F
SW2009 F	SW2051 F	SW2086 B,F	SW2121 B,F	SW2226 B,F
SW2010 B,T,F	SW2052 B,T,F	SW2087 B,T,F	SW2122 B,F	SW2227 B,T,F
SW2011 B,T,F	SW2053 B,T,F	SW2088 B,T,F	SW2123 B,T,F	SW2228 B,T,F
SW2012 F		SW2089 F	SW2124 F	SW2229 F
			SW2125 F	SW2230 F
SW2015 F	SW2057 F	SW2092 F	SW2127 F	SW2274 F
SW2016 F	SW2058 B,F	SW2093 B,F	SW2128 B,F	SW2275 F
SW2017 B,T,F	SW2059 B,T,F	SW2094 B,T,F	SW2129 B,F	SW2276 B,F
SW2018 B,T,F	SW2060 B,T,F	SW2095 B,T,F	SW2130 B,T,F	SW2277 B,F
		SW2096 F	SW2131 F	SW2278 F
				SW2279 F
SW2022 F	SW2064 F	SW2099 F	SW2134 F	
SW2023 F	SW2065 B,F	SW2100 F	SW2135 F	
SW2024 B,T,F	SW2066 B,T,F	SW2101 B,T,F	SW2136 B,T,F	
SW2025 B,T,F	SW2067 B,T,F	SW2102 B,T,F	SW2137 B,T,F	
	SW2068 F	SW2103 F	SW2138 F	
			SW2139 F	
SW2029 F	SW2071 F	SW2106 F	SW2211 F	
SW2030 F	SW2072 B,F	SW2107 F	SW2212 B,F	
SW2031 B,T,F	SW2073 B,T,F	SW2108 B,F	SW2213 B,T,F	
SW2032 B,T,F	SW2074 B,T,F	SW2109 B,F	SW2214 B,T,F	
SW2033 F	SW2075 F	SW2110 F	SW2215 F	
	SW2076 F			

B=Main Body Color  
T=Window and Door Trim Color  
F=Facade Color

Appendix A  
The Vineyards  
Approved Exterior Colors

Kwal-Howells, Ponderosa, Columbia				
5310W B,T,F	5370W B,T,F	5430W B,T,F	5570W B,T,F	5720W B,T,F
5311W B,T,F	5371W B,T,F	5431W B,T,F	5571W B,T,F	5721W B,T,F
5312M B,T,F	5372M B,T,F	5432M B,T,F	5572M B,T,F	5722M B,T,F
5313M F	5373M F	5433M F	5573M F	5723M F
5314D F	5374D F	5444D F	5574D F	5724D F
5320W B,T,F	5380W B,T,F	5440W B,T,F	5580W B,T,F	5730W B,T,F
5321W B,T,F	5381W B,T,F	5441W B,T,F	5581W B,T,F	5731W B,T,F
5322M B,T,F	5382M B,T,F	5442M B,T,F	5582M B,T,F	5732M B,T,F
5323M F	5383M F	5443M F	5583M F	5733M F
5324D F	5384D F	5444D F	5584D F	5734D F
5330W B,T,F	5390W B,T,F	5450W B,T,F	5610W B,T,F	
5331W B,T,F	5391W B,T,F	5451W B,T,F	5611W B,T,F	
5332M B,T,F	5392M B,T,F	5452M B,F	5612M B,T,F	
5333M F	5393M F	5453M F	5613M F	
5334D F	5394D F	5454D F	5614D F	
5340W B,T,F	5400W B,T,F	5460W B,T,F	5620W B,T,F	White Tones
5341W B,T,F	5401W B,T,F	5461W B,T,F	5621W B,T,F	5760W B,T,F
5342M B,T,F	5402M B,T,F	5462M F	5622M B,T,F	5770W B,T,F
5343M F	5403M F	5463M F	5623M F	5780W B,T,F
5344D F	5404D F	5464D F	5624D F	5800W B,T,F
5350W B,T,F	5410W B,T,F	5470W B,T,F	5630W B,T,F	5810W B,T,F
5351W B,T,F	5411W B,T,F	5471W B,T,F	5631W B,T,F	5820W T,F
5352M B,T,F	5412M B,T,F	5472M B,T,F	5632M B,T,F	5830W B,T,F
5353M F	5413M F	5473M F	5633M F	5840W B,T,F
5354D F	5414D F	5474D F	5634D F	5850W B,T,F
5360W B,T,F	5420W B,T,F	5560W B,T,F	5640W B,T,F	5870W B,T,F
5361W B,T,F	5421W B,T,F	5561W B,T,F	5641W B,T,F	5880W B,T,F
5362M B,T,F	5422M B,T,F	5562M B,T,F	5642M B,T,F	5890W T,F
5363M F	5423M F	5563M F	5643M F	5900W B,T,F
5364D F	5424D F	5564D F	5644D F	5920W B,T,F

B=Main Body Color  
T=Window and Door Trim Color  
F=Fascia Color

EXHIBIT B

