

WHEN RECORDED RETURN TO:  
GLEN CLARK  
5215 W. CLEARWATER AVENUE SUITE 112  
KENNEWICK WA 99336

CASCADE TITLE CO.

20.00

15794204

DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF GLENBROOK

THE OWNER IN FEE SIMPLE OF ALL THE REAL PROPERTY LOCATED IN BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED ON ANNEX "A" AND INCORPORATED HEREIN BY REFERENCE, AND DOES HEREBY MAKE ALL OF THE PROPERTY HEREIN REFERENCED SUBJECT TO THE FOLLOWING PROTECTIVE COVENANTS, RESERVATIONS AND RESTRICTIONS WHICH SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ALL OWNERS AND USERS OF LAND TOGETHER WITH THEIR HEIRS, SUCCESSORS AND ASSIGNS.

1. GENERAL PLAN: THE OWNER (DEVELOPER) DOES HEREBY ESTABLISH A GENERAL PLAN FOR THE IMPROVEMENT AND DEVELOPMENT OF THE LAND AS DESCRIBED ON ANNEX "A" AND DEVELOPMENT OF THE LAND AS AND KNOW ALL MEN BY THESE PRESENT: THAT GLENBROOK, AN LLC, DOES HEREBY ESTABLISH COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS UPON WHICH AND SUBJECT TO WHICH ALL LOTS AND PORTIONS THEREOF SHALL BE IMPROVED, SOLD, CONVEYED AND USED. IT IS THE INTENT AND PURPOSE TO ENSURE THAT THE DEVELOPMENT OF ALL LOTS SHALL BE IN THE FORM OF SMALL ACREAGES WITH HIGH QUALITY FAMILY RESIDENCES WHERE THE FUTURE OWNERS AND THEIR FAMILIES MAY PURSUE SMALL SCALE, PART-TIME AGRICULTURAL AND ANIMAL HUSBANDRY ACTIVITIES SUCH AS HORSES AND 4-H AND FFA PROJECTS (EXCEPT SWINE) FOR THESE RESTRICTIONS AND COVENANTS TO ENSURE THE HIGH QUALITY OF DWELLING AND OTHER STRUCTURES NOW AND IN THE FUTURE, TO PROTECT THE HEALTH, SAFETY, WELFARE AND SECURITY OF MONETARY INVESTMENTS, AND TO FURTHER ALL THINGS CONDUCTIVE TO HARMONY AND COMPATIBILITY AMONG NEIGHBORS. THIS DEVELOPMENT SHALL BE KNOWN AS GLENBROOK.

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- 2. EFFECT OF COVENANTS: THE COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS HEREIN SET OUT ARE TO RUN WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS OWNING LOTS, OR ANY INTEREST THERIN, AND SHALL INSURE AND PASS WITH EACH AND EVERY PARCEL OF LAND, AND SHALL BIND THE RESPECTIVE SUCCESSORS IN INTEREST OF THE PRESENT OWNER HEREOF.
  
- 3. ARCHITECTURAL REVIEW COMMITTEE: AN ARCHITECTURAL REVIEW COMMITTEE CONSISTING OF TWO (2) MEMBERS SHALL BE ELECTED BY A MAJORITY OF OWNERS OF LOTS SUBJECT TO THESE RESTRICTIVE COVENANTS. THE DEVELOPER SHALL APPOINT THE MEMBERS WHO SHALL SERVE UNTIL JUNE 2003. THE OWNERS SHALL APPOINT THE MEMBERS OF THE FIRST REVIEW COMMITTEE BEGINNING JUNE 2003. ANNUALLY THEREAFTER, COMMITTEE MEMBERS WHO SHALL BE ELECTED DURING A MEETING HELD FOR THAT PURPOSE AND CALLED IN JANUARY OF EACH YEAR. IT SHALL BE THE DUTY OF THE ARCHITECTURAL REVIEW COMMITTEE TO SCHEDULE THE MEETING AND PROVIDE AT LEAST TEN (10) DAYS NOTICE TO EACH LOT OWNER OR CONTRACT PURCHASER. THERE SHALL BE ONE VOTE FOR EACH LOT OR PARCEL OF LAND SUBJECT TO THESE RESTRICTIONS. THE COMMITTEE, AS ELECTED SHALL HAVE FULL AUTHORITY TO REVIEW AND APPROVE ALL PROPOSED CONSTRUCTION OR USES OF ANY LOTS MADE SUBJECT TO THESE PROTECTIVE COVENANTS AND CONDITIONS.
  - A. TERM OF PARTICIPATION: EACH MEMBER ELECTED TO THE ARCHITECTURAL REVIEW COMMITTEE SHALL SERVE IN ONE YEAR INCREMENTS, PROVIDED THAT ANY MEMBER OF THE COMMITTEE BE RE-ELECTED FOR ANY UNLIMITED NUMBER OF TERMS. ANY VACANCY OCCURING ON THE ARCHITECTURAL REVIEW COMMITTEE DURING THE CALENDAR YEAR SHALL BE FILLED BY THE REMAINING MEMBERS OF THE COMMITTEE UNTIL SUCH TIME AS THE ANNUAL ELECTION FOR NEW MEMBERS IS CONDUCTED. MEMBERS OF THE ARCHITECTURAL REVIEW COMMITTEE (EXCEPT THE INITIAL COMMITTEE) SHALL CONSIST ENTIRELY OF LOT OWNERS SUBJECT TO THESE RESTRICTIVE COVENANTS.
  - B. PLANS AND SPECIFICATION: BEFORE ANY CONSTRUCTION IS COMMENCED ON ANY LOT AND BEFORE ANY EXTERIOR ALTERATIONS ARE MADE TO ANY EXISTING STRUCTURES, A COPY OF THE ARCHITECTURAL PLANS AND SPECIFICATIONS AND SITE PLAN OF THE PROPOSED



STRUCTURES AND ITS LOCATION SHALL BE SUBMITTED TO THE ARCHITECTURAL REVIEW COMMITTEE. SUCH CONSTRUCTION OR ALTERATION SHALL NOT BE STARTED UNTIL APPROVAL IN WRITING HAS BEEN GIVEN BY THE ARCHITECTURAL REVIEW COMMITTEE. THE ARCHITECTURAL REVIEW COMMITTEE SHALL HAVE THE POWER OR AUTHORITY TO REFUSE TO APPROVE ANY DESIGN OR FINISH OF ANY PROPOSED CONSTRUCTION OF ALTERATION WHICH IS NOT COMPATIBLE TO THE AREA, AESTHETICALLY OR OTHERWISE, AND IN SO PASSING UPON SUCH DESIGN OF FINISH, THE ARCHITECTURAL REVIEW COMMITTEE SHALL HAVE THE RIGHT TO TAKE INTO CONSIDERATION THE SUITABILITY OF THE PROPOSED STRUCTURE, THE MATERIAL OF WHICH IT IS TO BE BUILT, THE SITE UPON WHICH IT IS PROPOSED TO BE ERRECTED, THE HARMONY WITH OTHER BUILDINGS AND SURROUNDINGS, THE AFFECT ON THE OUTLOOK OF THE ADJACENT OR NEIGHBORING PROPERTY, AND ANY AND ALL FACTORS WHICH, IN THE OPINION OF THE ARCHITECTURAL REVIEW COMMITTEE, SHALL EFFECT THE DESIREABILITY OR SUITABILITY OF SUCH PROPOSED STRUCTURE, AND ITS LOCATION ON THE SITE, OR THE IMPROVEMENT OF ALTERATION. IN THE EVENT THE ARCHITECTURAL REVIEW COMMITTEE FAILS TO APPROVE OF DISAPPROVE SUCH PROPOSED WITHIN FIFTEEN (15) DAYS AFTER THE PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO AND PERSONALLY RECEIVED BY THE ARCHITECTURAL REVIEW COMMITTEE, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

- C. APPEAL PROCESS: IF A MEMBER BELIEVES THAT THEIR PROPOSED CONSTRUCTION HAS BEEN IMPROPERLY REJECTED BY THE ARCHITECTURAL REVIEW COMMITTEE, THEN SUCH A MEMBER SHALL HAVE THE RIGHT TO APPEAL THE DECISION OF THE ARCHITECTURAL REVIEW COMMITTEE BY PROPERLY NOTIFYING THE COMMITTEE OF THE DESIRE TO APPEAL THE DECISION WITHIN THIRTY (30) DAYS AFTER SUCH A DECISION HAS BEEN MADE. THE COMMITTEE WILL TAKE APPROPRIATE ACTION TO CALL A MEETING OF THE HOMEOWNERS (LOT OWNERS) TO REVIEW THE DECISION OF THE ARCHITECTURAL REVIEW COMMITTEE. AT A MEETING SPECIALLY CALLED FOR THE PURPOSE, THE ARCHITECTURAL REVIEW COMMITTEE AND THE HOMEOWNERS SHALL EACH HAVE A BRIEF PERIOD TO EXPLAIN THEIR POSITIONS, AFTER WHICH THE HOMEOWNERS BY VOTE SHALL HAVE THE AUTHORITY TO



EITHER APPROVE THE DECISION OF THE ARCHITECTURAL REVIEW COMMITTEE, OVERRULE IT OR MODIFY THAT DECISION IN ANY MANNER. A VOTE OF THE MAJORITY OF HOMEOWNERS (LOT OWNERS) PRESENT AT SUCH A MEETING SHALL BE FINAL FOR ALL PURPOSES.

D. LIABILITY: THE ARCHITECTURAL REVIEW COMMITTEE SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR COVENANT VIOLATIONS BY LOT OWNERS NOR SHALL THE COMMITTEE BY LIABLE FOR DESIGN AND PLAN APPROVALS THAT HAVE BEEN GIVEN AFTER DUE CONSIDERATION.

4. LAND USE: THE TERM "RESIDENTIAL LOTS" OR "LOTS" AS USED HEREIN MEAN ALL THE LOTS NOW OR HEREAFTER MADE SUBJECT TO THESE RESTRICTIVE COVENANTS.

A. SINGLE FAMILY RESIDENCES: NO STRUCTURE SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY BUILDING LOT OTHER THAN ONE DETACHED, SINGLE-FAMILY RESIDENCE FOR SINGLE FAMILY OCCUPANCY ONLY. NO RESIDENCE MAY EXCEED FORTY FEET (40) IN HEIGHT ABOVE GROUND LEVEL BEFORE CONSTRUCTION. ALL HOMES SHALL BE STICK BUILT HOMES BUILT ON THE SITE ON A CONCRETE SLAB OF FOUNDATION, WITH PREFABRICATION TO BE LIMITED TO FRAMEWORK, DOORS, WINDOWS, CABINETRY, DUCT WORK AND FIXTURES. NO MORE THAN FIFTY PERCENT (50%) OF ANY CONSTRUCTION, INCLUDING THE ITEMS REFERENCED MAY BE PERFORMED OFFSITE. NO ELECTRICAL, PLUMBING OR HEATING AND COOLING SYSTEMS MAY BE INSTALLED OFFSITE. NO MANUFACTURED, MOBILE OR MODULAR HOME, OR SIMILAR TYPE OF HOME WHICH IS CONSTRUCTED OFFSITE, SHALL BE ALLOWED. THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF OPEN PORCHES AND GARAGES, SHALL NOT BE LESS THAN 1900 SQUARE FEET FOR A ONE-STORY DWELLING, OR THE TOP TWO LEVELS OF A SPLIT-LEVEL DWELLING, NOR LESS THAN 2400 SQUARE FEET FOR THE TOTAL AREA OF ANY DWELLING OF MORE THAN ONE STORY, (FOR THE PURPOSE OF THIS PROVISION, A HOME WITH A DAYLIGHT BASEMENT SHALL BE CONSIDERED A DWELLING OF MORE THAN ONE STORY.) NO SINGLE FAMILY DWELLING COSTING LESS THAN \$160,000 SHALL BE PERMITTED ON ANY LOT. THIS COST IS INTENDED TO BE THAT OF A PERMANENT STRUCTURE ONLY, EXCLUSIVE OF LAND, LANDSCAPING AND

OUTBUILDINGS. THE INTENT AND PURPOSE OF THIS COVENANTS IS TO ENSURE THAT ALL BUILDINGS SHALL BE OF QUALITY WORKMANSHIP AND MATERIALS THE SAME OR BETTER THAN WHICH CAN BE PRODUCED ON THE DATE THESE COVENANTS ARE RECORDED AT THE MINIMUM COST STATED HEREIN FOR THE MINIMUM PERMITTED DWELLING SIZE. THIS MINIMUM COST SHALL BE REVIEWED ANNUALLY AND MAY BE INCREASED BY THE ARCHITECTURAL REVIEW COMMITTEE TO BE ADJUSTED FOR INFLATION AND OTHER BUILDING COST CHANGES.

- B. MATERIALS: GENERALLY, VERTICAL SIDING (T-111 TYPE) SHALL NOT BE ALLOWED ON ANY BUILDING EXCEPT AT THE DISCRETION OF THE ARCHITECTURAL REVIEW COMMITTEE. NO THREE TAB ASPHALT ROOFING SHALL BE ALLOWED EXCEPT FOR ARCHITECTURAL GRADE LAMINATED 25 YEAR OF BETTER PRODUCT.
- C. BUILDING LOCATION AND SET-BACK LINES: THE LOCATION OF ANY BUILDING OR OTHER STRUCTURE SHALL BE IN ACCORDANCE WITH APPLICABLE BUILDING CODES, ZONING ORDINANCES, AND THE REQUIREMENTS ESTABLISHED AND UNIFORMITY APPLIED BY THE ARCHITECTURAL REVIEW COMMITTEE. NO BUILDING, OR ANY PART THEREOF, INCLUDING GARAGE AND PORCHES, SHALL BE ERECTED ON ANY LOT CLOSER THAN THIRTY (30) FEET TO THE FRONT STREET LINE OR CLOSER THAN TEN (10) FEET TO EITHER SIDE LOT LINE, OR CLOSER THAN TWENTY (20) FEET TO THE REAR LOT LINE FROM THE DRIP LINE OF THE HOUSE. NO BUILDING SHALL BE LOCATED ON ANY LOT IN VIOLATION OF THE REQUIREMENTS OF THE GOVERNING MUNICIPALITY.
- D. CONSTRUCTION TIME: THE CONSTRUCTION OF THE EXTERIOR OF THE RESIDENCE INCLUDING FINISHED PAINTING, SHALL BE COMPLETED WITHIN NINE MONTHS FROM THE DATE THAT THE CONSTRUCTION OF THE RESIDENCE IS COMMENCED. ALL LANDSCAPING, INCLUDING COMPLETED LAWN, SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE COMMENCEMENT OF CONSTRUCTION OF THE DWELLING. IN ADDITION TO THE ABOVE, ANY VACANT LOT NOT OWNED BY ORIGINAL DEVELOPERS SHALL BE PLANTED TO PASTURE OR GRASS WITHIN ONE (1) YEAR FROM DATE PURCHASED FROM DEVELOPER. THIS COVENANT SHALL NOT APPLY TO TRACT A OF PLAT.

- E. GARAGE OUTBUILDING AND PARKING: THE ATTACHED GARAGE SHALL BE LIMITED TO A SPACE NECESSARY FOR TWO OR THREE VEHICLES. NO GARAGE DOOR MAY BE LARGER THAN NINE (9) FEET IN HEIGHT ON ATTACHED GARAGE UNLESS PREVIOUSLY APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE AND BY THE APPROPRIATE GOVERNMENTAL PLANNING BODY, IF NECESSARY. THE LOCATION OF THE GARAGE MUST HAVE THE PRIOR APPROVAL OF THE COMMITTEE, IF NOT ATTACHED TO THE RESIDENCE. NO OUTBUILDINGS SHALL BE CONSTRUCTED OF A DISTANCE OF NOT LESS THAN FIFTEEN (15) FEET AWAY FROM ANY RESIDENCES. ALL OUTBUILDINGS MUST CONFORM IN APPEARANCE TO THE QUALITY OF WORK REQUIRED OF RESIDENCES. NO OUTBUILDING MAY EXCEED TWENTY FIVE (25) FEET IN HEIGHT. EACH OWNER OF A LOT SHALL PROVIDE OFF STREET PARKING OF SUFFICIENT SIZE TO PARK TWO STANDARD SIZE AUTOMOBILES. GARAGES DO NOT SATISFY THIS REQUIREMENT. "OFF STREET" IS DEFINED AS AN AREA NOT INCLUDED BETWEEN THE STREET, CURB LINES, AND UTILITY LINES AS SET FORTH IN THE RECORD SURVEY. NO OUTBUILDINGS OF ANY KIND SHALL BE PERMITTED BETWEEN IRRIGATION POND AND DWELLING ON LOT 36 THRU 45. METAL SIDED "POLE BUILDINGS" WILL BE ALLOWED ON LOTS 1 THRU 34 AND 47 THRU 49, HOWEVER THEY MUST BE TO THE REAR OF THE LOT AND MUST HAVE AT LEAST 8" EAVES ALL THE WAY AROUND THE BUILDING AND HAVE APPROVAL FROM ARCHITECTURAL REVIEW COMMITTEE.
- F. ADDITIONAL STRUCTURES: NO TRAILER, TENT, SHACK, MOBILE HOME, MODULAR HOME, MANUFACTURED UNITS, OUTBUILDING, GUEST HOUSE, TOOL SHED, STORAGE BUILDING, OR SIMILAR STRUCTURE SHALL BE TEMPORARILY USED AS A RESIDENCE UPON ANY LOT AT ANY TIME FOR A PERIOD EXCEEDING THREE (3) MONTHS. DURING THE CONSTRUCTION PROCESS, THE CONTRACTOR SHALL BE ALLOWED TO HAVE A TEMPORARY CONSTRUCTION TRAILER DURING THE PERIOD ALLOWED FOR CONSTRUCTION ONLY.
- G. SPECIAL DEVELOPMENT STANDARDS FOR STABLES: STANDINGS UNDER ROOFED STABLES MUST BE MADE OF MATERIALS WHICH PROVIDE FOR PROPER DRAINAGE SO AS NOT TO CREATE OFFENSIVE ODORS, FLY OR INSECT BREEDING OR OTHER NUISANCES. MANURE MUST BE COLLECTED AT LEAST ONE A WEEK AND SHALL BE



8. AGRICULTURAL USES: PROPERTY MAY BE USED FOR PRODUCTION OF CROPS, INCLUDING OTHER HORTICULTURAL ACTIVITIES SUCH AS NURSERIES, AS IS CONSISTENT WITH COUNTY/CITY ZONING ORDINANCES.
9. GARBAGE, TRASH, WEEDS, NUISANCES: GARBAGE RECEPTACLES AND TRASH CANS SHALL BE SANITARY AND IN COMPLETE CONFORMITY WITH MUNICIPAL SANITARY RULES AND REGULATIONS. IN THE EVENT THAT ANY OWNER OF ANY PROPERTY SHALL FAIL OR REFUSE TO KEEP SUCH PREMISES FREE FROM WEEDS, UNDERBRUSH, REFUSE PILES, TRASH, GARBAGE, WASTE, OR OTHER UNSLIGHLY OBJECTS OR GROWTHS, THE ARCHITECTURAL REVIEW COMMITTEE OR ITS SAME AT THE EXPENSE OF THE FEE OWNER OR OCCUPANT AND SUCH ENTRY SHALL NOT BE DEEMED A TRESPASS. IN THE EVENT OF SUCH A REMOVAL, A LIEN SHALL ARISE AND BE CREATED IN FAVOR OF THE ARCHITECTURAL REVIEW COMMITTEE AND AGAINST SUCH LOT FOR THE FULL AMOUNT CHARGEABLE TO SUCH LOT. SUCH AMOUNT SHALL BE DUE AND PAYABLE WITHIN THIRTY (30) DAYS AFTER THE FEE OWNER OR OCCUPANT IS BILLED THEREFORE.
10. BUSINESS USE: NO TRADE, BUSINESS OR PROFESSION OF A PUBLIC NATURE, COMMERCIAL OR MANUFACTURING ENTERPRISE OF ANY KIND SHALL BE CONDUCTED OR CARRIED ON UPON ANY RESIDENTIAL LOT OR WITHIN ANY BUILDING LOCATED WITHIN THE PROPERTY SUBJECT TO THESE PROTECTIVE COVENANTS ON A RESIDENTIAL LOT. EXCEPT, PERMISSIBLE BUSINESS ACTIVITIES SHALL INCLUDE HOMEBASED CONSULTING, BROKERING, DESIGNING, ENGINEERING, CONTRACTING AND COMPUTING, PROVIDED SUCH BUSINESS ACTIVITIES REQUIRE NO MORE THAN ONE (1) NON-RESIDENT EMPLOYEE AND THE NATURE OF THE BUSINESS REQUIRES NO MORE THAN FOUR (4) CUSTOMERS OR CLIENTS A DAY TO VISIT PREMISES.
11. SEWER SYSTEM AND DISPOSAL: IT IS UNDERSTOOD THAT AT THE TIME OF THE FILING THESE PROTECTIVE COVENANTS, SEWAGE DISPOSAL FACILITIES FOR DWELLINGS SHALL BE PROVIDED IN ACCORDANCE WITH THE GENERAL SEPTIC TANK REQUIREMENTS OF THE BENTON COUNTY HEALTH DEPARTMENT, AS NOW EXISTING, OR AS HEREAFTER AMENDED. IT IS AGREED THAT UPON THE EXTENSION TO ANY OF THE LOTS WITHIN THE JURISDICTION OF THESE PROTECTIVE COVENANTS OR SUBSTITUTE SANITARY TREATMENT FACILITIES, EACH LOT OWNER SHALL BE OBLIGATED TO ABANDON SAID SEPTIC TANK DISPOSAL SYSTEM, REGARDLESS OF THE USEFUL LIFE OF THE SEPTIC TANK AND HOOK ONTO THE PUBLIC SEWER SYSTEM WHEN AVAILABLE, AND AS DIRECTED BY THE BENTON COUNTY AUTHORITIES AND TO SHARE IN THE IMPROVEMENT DISTRICT EXPENSE ASSOCIATED THEREWITH.
12. VEHICLES: TRAILERS, TRUCKS OR OTHER VEHICLES SHALL NOT BE STORED OR PARKED ON THE PREMISES NEARER THAN THE



DISPOSED OF IN ONE OR MORE OF THE FOLLOWING MANNERS.

- 1) PLACEMENT OF MANURE IN A FLY-PROOF CONTAINER WITH PERIODIC REMOVAL OF MANURE FROM THE LOT.
- 2) ADEQUATE BURYING OF THE MANURE
- 3) REMOVAL OF MANURE FROM THE LOT AND ADEQUATE DISPOSAL OUTSIDE OF THE PROPERTY SUBJECT TO THESE RESTRICTIVE COVENANTS

FENCES, PENS, CORRALS OR SIMILAR ENCLOSURES MUST BE OF SUFFICIENT HEIGHT AND STRENGTH TO RETAIN ANIMALS, AND SHALL BE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE.

- 5. DURATION: THESE RESERVATIONS AND RESTRICTIVE COVENANTS SHALL CONTINUE IN FULL FORCE AND EFFECT PERPETUALLY UNLESS OTHERWISE AMENDED AS HERINAFTER PROVIDED.
- 6. FENCING: NO BARBED WIRE FENCE SHALL BE ALLOWED. ALL FENCING SHALL BE DECORATIVE IN NATURE AND SHALL BE APPROVED IN ADVANCE BY THE ARCHITECTURAL REVIEW COMMITTEE . NO FENCEMAY BE MORE THAN FORTY-TWO (42) INCHES FOR FRONT YARD, AND SIX (6) FEET HIGH FOR BACK YARD. ALL FENCING SHALL ALSO CONFORM TO APPLICABLE BUILDING CODES AND ZONING ORDANCES. NO CHAIN LINK FENCING SHALL BE ALLOWED IN FRONT YARDS.
- 7. LIVESTOCK: ANIMALS (EXCEPT SWINE) MAY BE KEPT FOR DOMESTIC PURPOSES, IT BEING UNDERSTOOD THAT PART-TIME AGRICULTURAL AND ANIMAL HUSBANDRY ARE PERMITTED ACTIVITES. ONE ANIMAL (EXCEPT SWINE) PER LOT SHALL BE ALLOWED ON ANY LOT, PROVIDED THAT THERE IS A MINIMUM OF 15,000 SQUARE FEET OF GROSS PASTURE AREA. ANY LOT THAT HAS AN ADDITIONAL 15,000 SQUARE FEET OF GROSS PASTURE AREA MAY HAVE ONE ADDITIONAL ANIMAL FOR EACH 15,000 SQUARE FEET OF PASTURE AREA. BARE DIRT PASTURE AREA SHALL BE MAINTAINED WITH VEGETATION AT ALL TIMES. GROSS PASTURE AREA SHALL BE DEFINED SO THAT PORTION OF THE LOT WHICH IS FENCED AND USED SOLEY FOR THE GRAZING AND KEEPING OF ANIMALS. IF ANY ANIMAL IS BORN ON THE PREMISES WHICH CAUSED THE MAXIMUM ALLOWABLE NUMBER OF ANIMALS TO BE EXCEEDED, ADJUSTMENT MUST BE MADE WITHIN TWELVE (12) MONTHS TO BRING THE TOTAL NUMBER OF ANIMALS WITHIN COMPLIANCE WITH THE USE RESTRICTIONS.



FRONT PROPERTY LINE OF THE MINIMUM SET BACK LINE. NO MOTOR HOMES, MOBILE HOMES, CAMPER TRAILERS, OR BOATS SHALL BE STORED OR PARKED ON ANY LOT UNLESS THE VEHICLE IS SCREENED FROM VIEW OF NEIGHBORING LOTS IN A MANNER APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE. ALL FARM EQUIPMENT SHALL BE PROPERLY STORED AND SCREENED FROM THE VIEW OF NEIGHBORING LOTS. NO LOT OWNER SHALL PERMIT A VEHICLE OWNED BY HIM OR ANY MEMBER OF HIS FAMILY OR ACQUAINTANCE WHICH IS IN A STATE OF DISREPAIR TO BE ABANDONED OR TO REMAIN PARKED ON ANY STREET WITHIN THE PROPERTY. NO VEHICLE SHALL BE PARKED ON THE STREETS OR ADJACENT TO SAME.

- 13. SIGNS: NO SIGNS SHALL BE ERECTED OR MAINTAINED UPON ANY LOT WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARCHITECTURAL REVIEW COMMITTEE, EXCEPT THAT THE PROPERTY OWNER MAY DISPLAY SIGNS FOR PUBLIC ELECTIONS OR TO ADVERTISE THAT THE PROPERTY IS FOR SALE OR LEASE, BUT SUCH SIGNS SHALL BE NO LARGER THAN SIX (6) SQUARE FEET.
- 14. ANTENNAS: NO RADIO OR TELEVISION ANTENNAS SHALL BE PERMITTED TO EXTEND MORE THAN TEN (10) FEET ABOVE THE ROOFLINE OF ANY RESIDENCE WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECTURAL REVIEW COMMITTEE.
- 15. DRAINAGE: NO STRUCTURES, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN OR OTHER ACTIVITIES UNDERTAKEN WHICH MAY DAMAGE OR INTERFERE WITH THE DRAINAGE OR SLOPE AREAS WHICH WOULD CREATE FLOODING, EROSION, DRAINAGE, OR SLIDING PROBLEMS. THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE, SHALL MAINTAIN SLOPE AREAS OF EACH LOT AND ALL IMPROVEMENTS IN THEM CONTINUOUSLY. DRAINAGE SWALES ALONG ROAD SHALL BE PLANTED TO GRASS AND MAINTAINED BY LOT OWNER. NO OTHER MATERIAL SHALL BE PLACED IN DRAINAGE SWALES AND NO VEHICLE PARKING SHALL BE ALLOWED THEREIN.
- 16. EASEMENTS: PUBLIC UTILITY EASEMENTS AS DEDICATED IN THE RECORD SURVEY SHALL BE FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF IRRIGATION, WATER AND SEWER LINES, POWER AND TELEPHONE LINES AND SUCH OTHER PUBLIC UTILITY SERVICES AS MAY BE PROVIDED AND THERE SHALL BE NO ENCROACHMENTS UPON ANY EASEMENTS IN ANY MANNER.
- 17. MAINTENANCE: IN THE EVENT AN OWNER OF ANY LOT AND IMPROVEMENTS SHALL FAIL TO MAINTAIN THE PREMISES AND IMPROVEMENTS SITUATE THEREON IN A MANNER UNSATISFACTORY TO THE ARCHITECTURAL REVIEW



COMMITTEE, THAN THE ARCHITECTURAL REVIEW COMMITTEE SHALL BE ENTITLED TO CONTRACT FOR THE APPROPRIATE MAINTENANCE AT THE OWNER'S EXPENSE. THE ARCHITECTURAL REVIEW COMMITTEE SHALL GIVE THE OWNER NOTICE OF THE DEFECTIVE CONDITION OR MAINTENANCE PROBLEM AND THE OWNER SHALL BE REQUIRED TO REMEDY THE PROBLEM TO THE COMMITTEE WITHIN NINETY (90) DAYS OF RECEIPT OF NOTICE. IF THE OWNER TAKES NO ACTION DURING SAID PERIOD OF TIME, THE ARCHITECTURAL REVIEW COMMITTEE SHALL HAVE THE AUTHORITY TO HIRE A CONTRACTOR OR CONTRACTORS, OR OTHER INDIVIDUALS NECESSARY TO PERFORM THE MAINTENANCE REQUIRED TO BRING THE PREMISES AND IMPROVEMENTS TO THE MINIMUM STANDARDS AS ESTABLISHED BY THE COMMITTEE. ALL WORK AS CONTRACTED BY THE COMMITTEE ON OR FOR THE PREMISES SHALL BE DEEMED TO BE UNDER THE AUTHORITY OF THE OWNER OF THE PREMISES, SUCH THAT THE CONTRACTOR(S) AND SUBCONTRACTOR(S) WHO PERFORM(S) THE SERVICES SHALL BE ENTITLED TO COLLECT PAYMENT FOR SUCH SERVICES DIRECTLY FROM THE OWNER AND SHALL BE ENTITLED TO PLACE A MECHANIC'S AND/OR MATERIALMAN'S LIEN AGAINST THE OWNER'S PREMISE TO SECURE PAYMENT OF THE SUMS OWED. EACH LOT OWNER, BY ACCEPTING TITLE TO ANY PROPERTY AS COVERED BY THESE PROTECTIVE COVENANTS, DOES HEREBY IRREVOCABLY APPOINT THE ARCHITECTURAL REVIEW COMMITTEE AS ITS ATTORNEY IN FACT FOR PURPOSES OF CONTRACTING FOR WORK AS NECESSARY TO PROPERLY MAINTAIN THE PREMISES PURSUANT TO THE PROVISIONS OF THESE PARAGRAPHS AND THESE RESTRICTIVE COVENANTS.

18. ENFORCEMENT: FOR A VIOLATION OR A BREACH OF ANY OF THESE RESTRICTIONS OR CONDITIONS CONTAINED IN THESE PROTECTIVE COVENANTS BY ANY PERSON, THE ARCHITECTURAL REVIEW COMMITTEE AND/OR ANY OWNER OF ANY LOT, JOINTLY OR SEVERALLY, SHALL HAVE THE RIGHT TO PROCEED AT LAW OR IN EQUITY TO COLLECT DAMAGES OR TO COMPEL A COMPLIANCE WITH THE TERMS HEREOF OR TO PREVENT THE VIOLATION OR BREACH OF ANY COVENANT HEREIN. IF THE PLAINTIFF PREVAILS IN SUCH LITIGATION AGAINST THE VIOLATOR, THE PLAINTIFF SHALL ALSO BE ENTITLED TO REASONABLE ATTORNEY FEES AND COSTS INCURRED IN SUCH LITIGATION. IF THE ARCHITECTURAL REVIEW COMMITTEE BRINGS A SUIT IN LAW OR EQUITY FOR DAMAGE TO COMPEL A COMPLIANCE WITH THER TERMS HEREOF TO PREVENT A VIOLATION OF BREACH HEREOF, THEN THE VIOLATOR SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL ATTORNEY FEES AND COSTS AND WHEN SUCH DAMAGRS, FEES, AND COSTS ARE ASSESSED, THE SAME SHALL BECOME A JUDGEMENT IN FAVOR OF THE PLAINTIFF OR THE ARCHITECTURAL REVIEW COMMITTEE, AS THE CASE MAY BE, AND THE SAME SHALL BE A LIEN AGAINST THE LOT UPON WHICH THE VIOLATION OCCURRED. SUITE TO RECOVER DAMAGE AND ATTORNEY FEES AND COSTS SHALL BE MAINTAINED WITHOUT FORECLOSING OR WAIVING THE LIEN SECURING THE SAME. IN THE ALTERNATIVE, THE HOLDER OF SUCH MONEY JUGEMENT SHALL BE ENTITLED TO FORECLOSE THE LIEN IN THE SAME MANNER AS PROVIDED FOR THE FORECLOSURE OF MECHANICS' AND MATERIALMENS' LIENS UNDER THE LAWS OF THE STATE OF WASHINGTON, CHAPTER 64.04 REVISED CODE OF WASHINGTON, AND ANY AMENDMENTS THERETO. IN ANY ACTION TO FORECLOSE A LIEN, THE SAME SHALL INCLUDE IN PREPARTION FOR AND IN THE PROSECUTION OF SUCH ACTION IN ADDITION TO THE TAXABLE COSTS PERMITTED BY LAW.



19. AMENDMENTS: THIS DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS MAY BE AMENDED IN WRITING BY THE OWNERS OR CONTRACT PURCHASERS OWNING SEVENTY-FIVE PERCENT (75%) OF THE PROPERTY DESCRIBED IN EXHIBIT "A". TO BE EFFECTIVE WITH RESPECT TO ALL PROPERTY SUBJECT TO THESE COVENANTS, REGARDLESS OF WHETHER THE REMAINING OWNERS DISSENTED WITH RESPECT TO THE PROPOSED AMENDMENTS. UPON RECORDING OF THE AMENDMENT, THE PROVISIONS OF THE AMENDMENT SHALL BE EFFECTIVE FOR ALL PURPOSES AND WITH RESPECT TO ALL LOTS, AND SHALL BE ENFORCEABLE PURSUANT TO THE PROVISION OF THESE RESTRICTIVE COVENANTS.

DATED THIS 11<sup>th</sup> DAY TO APRIL, 2002  
BY THE FOLLOWING OWNER OF PROPERTY.

GLENBROOK, L.L.C

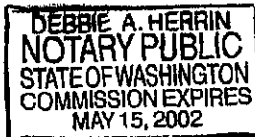
BY G. C. Clark  
ITS MANAGER

STATE OF WASHINGTON  
COUNTY OF BENTON

ON THIS 11<sup>th</sup> DAY OF April, 2002,  
BEFORE ME PERSONALLY APPEARED Glen A. Clark TO BE  
KNOWN TO BE THE Managing Partner, OF GLENBROOK,  
LLC. THE COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT  
AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND  
VOLUNTARY SET AND DEED OF SAID CORPORATION FOR THE USES  
AND PURPOSES THEREIN MENTIONED AND ON OATH STATE THAT HE  
WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT ON BEHALF OF  
SAID COMPANY.

GIVEN MY HAND AND OFFICIAL, THE DAY AND YEAR FIRST ABOVE  
WRITTEN.

Debbie A. Herrin  
NOTARY PUBLIC IN AD FOR THE STATE OF  
WASHINGTON, RESIDING AT Kennewick  
MY COMMISSION EXPIRES 5-15-2002





2002-014056  
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04/11/2002 03:57P  
Benton County

ANNEX "A"

GLENBROOK, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS,  
PAGE 167, RECORDS OF BENTON COUNTY, WASHINGTON.