

2900



After Recording Mail To:
Hayden Enterprises, Inc.
2464 SW Glacier Place, Suite 110
Redmond, Oregon 97756

FRONTIER TITLE CO.
DECLARATION OF PROTECTIVE COVENANTS
FOR
HARVEST MEADOWS #1

THIS DECLARATION OF PROTECTIVE COVENANTS FOR HARVEST MEADOWS #1 ("Declaration") is made this ____ day of _____, 2004, by Hayden Enterprises, Inc., a Washington Corporation. This Declaration of Protective Covenants is applicable to lots 1 through 38, HARVEST MEADOWS #1.

WHEREAS, Hayden Enterprises, Inc., hereinafter referred to as Declarant, is Owner in fee simple of certain real property located in the City of West Richland, Benton County and State of Washington, known as HARVEST MEADOWS #1.

NOW THEREFORE, the undersigned Declarant hereby declares that the following protective covenants, conditions, restrictions, reservations and easements shall run with the land, shall become and are hereby made a part of all conveyances of lots within the plat of HARVEST MEADOWS #1 recorded October 6, 2003 at the office of the County Auditor, Benton County, Washington, in Volume 15 of Plats, Page 223, Index No. 2003-049032, and shall by reference apply thereto as fully and with the same effect as if set forth at large therein.

1-0798-400-0007-001(10P)

ARTICLE I

DEFINITIONS

As used herein, the following capitalized terms shall have the following meanings unless the context of their usage clearly indicates otherwise:

Declarant: Hayden Enterprises, Inc., its successors and assigns;

Property: The duly recorded plat of HARVEST MEADOWS #1 and any annexations thereto;

- Lot: Any numbered parcel of land shown upon any recorded plat of the property;
- Owner: The owner of record, whether one (1) or more persons of fee simple title to any lot, whether or not subject to any mortgage or trust deed, but excluding those having such interest merely as security for the performance of an obligation. A contract purchaser under a recorded agreement of sale or contract for the sale of real property wherein legal title remains in the vendor there under shall be deemed to be the owner. If title to a Lot is vested of record in a mortgagee, or beneficiary under a deed of trust by foreclosure the mortgagee or beneficiary shall be deemed to be the Owner of record.
- Dwelling: Any structure constructed on a Lot, intended to be occupied by one family as a dwelling under applicable zoning and building laws and restrictions.
- Easements: Those portions of the Property designated as such on the plat and in this Declaration of Protective Covenants, which are reserved for a specific limited use or enjoyment.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTY

Declarant may, from time to time, and at its sole discretion, annex to HARVEST MEADOWS #1 any adjacent property and/or future phases of the development now or thereafter acquired by it, and may also from time to time, and in its sole discretion, permit other holders of adjacent property to annex adjacent land owned by them to HARVEST MEADOWS #1. It is anticipated that the total number of Lots in HARVEST MEADOWS will be 76 Lots, but the Declarant is under no obligation to annex any additional properties. The annexation of such property shall be accomplished by recording a declaration which shall be executed by or bear the approval of Declarant, and shall describe the property to be annexed, shall establish any additional or different limitations, restrictions, Covenants and conditions, and shall declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these Covenants. The Property included by any such annexation shall thereby become a part of the Property bound by these protective Covenants. As used herein, HARVEST MEADOWS refers to the general community, regardless of the phases that may or may not be annexed.



ARTICLE III

RESIDENTIAL COVENANTS

1. Use: All lots in HARVEST MEADOWS shall be for single-family residential use only. Any permanent multi-family, or communal use is prohibited. No business venture shall be conducted on or about any Lot in HARVEST MEADOWS, which is designated by exterior signs and/or creates additional vehicle traffic. Temporary sales offices, model homes, temporary construction offices, and marketing/sales signs of the Declarant or their agents are permitted.

2. Dwelling Size: The ground floor area of the main level, exclusive of open porches and garages shall not be less than 1,000 square feet for a one-story Dwelling. The total living levels of a multi-level Dwelling shall not be less than 1,300 square feet.

3. Exterior Building Materials and Finish: Exterior materials and colors must be in accordance with the provisions of Article IV. All Dwellings will have a garage for not less than two automobiles. All Dwellings must be site built and no modular or mobile homes will be allowed on any Lot.

Exterior trim, fences, doors, railings, decks, eaves, gutters and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the Dwelling they adjoin. Requirements for fences are specified in Section 15. All decks and deck support posts must meet any governmental building regulations.

The Architectural Review Committee reserves the right to grant any variance to the minimum requirements to provide for any solar materials, new product or specific design requirements. All construction performed by or contracted for by Declarant, shall be presumed to have met these minimum requirements or have been granted a variance thereto.

4. Easements: Easements for installation and maintenance of utilities and any drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with these easements, or the flow of water through any drainage channels which may be part of the easements. The Easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot. Each Lot Owner shall be responsible

for removal of any fencing or vegetation in the event a utility company makes such a request.

5. Maintenance of Dwelling and Grounds: Each Owner shall maintain their Lot and improvements in a clean and attractive condition, in good repair and in such a fashion as not to create a hazard of any kind. Such maintenance shall include, without limitation, painting or staining, repair, replacement and care of roofs, gutters, downspouts, surface water drainage, walks and other exterior improvements and glass surfaces. In addition, each Owner shall keep shrubs, trees, grass and plantings of every kind neatly trimmed, properly cultivated and free of trash, weeds and other unsightly materials. The provisions of this section include the areas between the property line of any Lot and the nearest curb, including sidewalks and street trees.
6. Animals: No animals, including poultry, shall be raised or kept on any Lot except that dogs, cats or other household pets may be kept, provided they are not raised or kept for commercial purposes and are not permitted to cause damage or discomfort to neighbors and neighboring Lots. Only wood fencing material shall be used, as per paragraph 15 below.
7. Garbage and Refuse Disposal: No Lot shall be used as a dumping ground for garbage, rubbish or other waste. Each Owner is responsible for trash disposal, and shall remove individual trash containers within twelve hours of collection. No trash and/or storage containers shall be visible from any adjacent street or neighboring Lot, and shall not be allowed to emit any odors or attract insects or rodents. Any composting materials must comply with these same conditions.
8. Signs: No signs shall be erected or maintained on any Lot, except that "For Sale", "For Lease" or "For Rent" signs may be placed by the Owner or Real estate Agent provided such signs are uniform in design, not to exceed two (2) x three (3) feet in size. The temporary placement of "political" signs is permissible. "Block Home" signs are also permissible. The Declarant is exempt from these provisions.
9. Parking and Storage of Equipment: Vehicles and equipment not owned by a resident Owner shall be allowed to be parked in the driveway of that Owner, or on public streets adjacent thereto for a period not to exceed forty-eight (48) hours in any thirty (30) day period. City of West Richland ordinances will take priority to any provisions herein.



10. Offensive Activities: No noxious or offensive activity or condition shall be permitted upon any part of the Property nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
11. Antennas and Service Facilities: No exterior antennas or aerials. All such restrictions shall be in conformance with Federal Communications Commission regulations and guidelines. Clotheslines and other service facilities shall be screened so as not to be visible from the street.
12. Completion of Construction: The construction of any Dwelling, including painting and all exterior finish, shall be completed within eight (8) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to extraordinary weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Review Committee. The building area and streets shall be kept reasonably clean and in workmanlike order during the construction period, and the Owner of each Lot shall be responsible for any and all damage to curbs, streets and utilities during construction. Declarant built homes are not subject to the terms of this Paragraph 12.
13. Landscape Completion: All front yard and street frontage landscaping must be completed within three (3) months from the completion of the Dwelling thereon. All remaining landscaping to be completed within six (6) months of occupancy. In the event of undue hardship due to weather conditions, this provision may be extended upon written approval from the Architectural Review Committee. Landscape completion shall also include provision for adequate surface water drainage to prevent unnecessary discharge onto adjoining Lots or over sidewalks and driveways.
14. Drainage: Landscape completion shall also include provisions for adequate drainage. Water must be directed away from the structure. Water will be allowed to flow from an uphill lot to a downhill lot provided that there is no diversion, or channeling that results in the water flow being increased or concentrated in one area. It is understood that any downhill property owner is responsible for providing proper drainage for water flow that occurs in accordance with drainage patterns that existed prior to home construction.
15. Fencing: As used herein, fencing shall mean any barrier or wall. Plantings or site obscuring fences shall not exceed six (6) feet in height in the Lot. No fence shall be built forward of the building lines. Maximum height of fences

located on the remainder of the Lot is six (6) feet in height, and shall comply with any City of West Richland ordinance. Aesthetic restrictions are as follows:

- a) All fences shall be of wood construction in "good neighbor" style, or chainlink. Entry monuments and masonry walls, if any, are exempt from the provisions of this section if approved by the Architectural Review Committee. Ownership, including the responsibility maintenance, repair or replacement shall insure to each Owner of the applicable Lot.

ARTICLE IV

ARCHITECTURAL REVIEWS

1. Construction: Except for construction performed by or contracted for the Declarant, all structures, including storage shelters, swimming pools, greenhouses, basketball hoops or remodeling shall be of quality workmanship and material, in harmony of external design with the existing and planned structures with respect to location, topography and finish grade elevations.

Standards for solar access, as may be required by the City of West Richland, shall be the responsibility of Owner, and the Architectural Review Committee shall assume no responsibility nor shall it, in its review, approval or disapproval of such plans and specifications, make any recommendation or judgments as to compliance with said requirements.



2. Procedure: Prior to application for a building permit or commencement of any work, Owner shall prepare and submit one set of plans and specifications for the proposed work showing the location of all improvements, materials and colors, and be accompanied by a plot plan showing the location of the improvement on the Lot. The Architectural Review Committee shall render its decision, in writing, within fifteen (15) working days after it has received said requested plans. In the event the Committee fails to render its approval or disapproval within thirty (30) working days after plans, specs and plot plan have been submitted to it, approval will be deemed to have been given.

3. Membership - Appointment and Removal: The Architectural Review Committee shall consist of as many as five (5) persons, but not less than three (3), as the Declarant may from time to time appoint. The Declarant may remove any member of the Committee at any time and may appoint new or additional members at any time. The Declarant shall keep on file at its principal office a list of names and addresses of the members of the committee. The powers and duties of the Architectural Review Committee shall cease one (1) year after completion of the construction of all the single-family Dwellings and the sale of said Dwellings to the initial Owner/Occupant on all of the Building sites within HARVEST MEADOWS, or at such earlier date as the Declarant may, at their own discretion, choose.

4. Liability: Neither the Declarant, the Architectural Committee nor any of its members shall be liable to any Owner, occupant or tenant, for any loss, damage, cost expense, (including but not limited to attorney fees), liability or prejudice suffered, or claimed, on account of any act or failure to act by the Declarant or the committee or a member thereof so long as the Declarant or the Committee or member thereof was acting in the ordinary course of their duties as described in this Declaration.

In the event suit, action or arbitration is commenced against the Declarant, Architectural Committee or any of its members, to enforce or interpret this Declaration, the prevailing party shall be entitled to recovery of all reasonable attorney fees and costs upon trial or arbitration thereof, as well as upon appeal.

5. Action: Any two (2) members of the Architectural Review Committee shall have power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decisions only by written instrument setting forth the action taken by the members consenting thereto.

6. Non-waiver: Consent by the Architectural Review Committee to any matter proposed to it and within its jurisdiction under these Protective Covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.
7. Effective Period of Consent: The Architectural Review Committees' consent to any proposed work shall automatically be revoked one (1) year after issuance of consent unless construction of the work has been commenced or the owner has applied for and received an extension of time from the Architectural Review Committee.
8. Enforceability: Each Owner shall have the right to enforce any provision of this document through legal remedies. A vote by sixty (60%) percent of the Owners at any future time during the existence of this Declaration of Protective Covenants may approve the formation of a Harvest Meadows Homeowners Association and each Owner would be required to be members of the association in accordance with any bylaws and articles of incorporation approved by said sixty (60%) percent of Owners.

ARTICLE IV

DECLARANT'S SPECIAL RIGHTS

1. General. Declarant is undertaking the work of developing Lots and other improvements within HARVEST MEADOWS. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on all Lots on the Property have been constructed, fully completed and sold, with respect to the Common Areas and each Lot on the Property, the Declarant shall have the special rights set forth in this Article IV.
2. Marketing Rights. Declarant shall have the right to maintain a sales office and model on one or more of the Lots which the Declarant may or may not own, to be staffed by the employees of the Declarant or any licensed real estate sales agents. The Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations of the Property, including, without limitation, the Common Area.



- 3. Appearance and Design of Harvest Meadows. Declarant shall not be prevented from changing the exterior appearance of the Common Area, including the landscaping or any other matter directly or indirectly connected with project in any manner deemed desirable by Declarant, provided that the Declarant obtain governmental consents required by law. The construction and material standards of Article III notwithstanding, Declarant may change exterior and/or interior designs of Homes and Lots from initial plans and provisions in this document, without notice. This may include designs, colors, and type of materials, provided Declarant obtains any necessary governmental consent.
- 4. Construction by Declarant. All construction by Declarant is presumed to have been approved by the ARC and to meet any Design Guidelines of the Association.

ARTICLE V

GENERAL PROVISIONS


- 1. Duration and Amendment: These covenants shall run with the land with respect to all property within HARVEST MEADOWS, and shall be binding on all parties and persons claiming under them for a term of twenty (20) years from the date herein, after which time, they shall automatically be extended for successive periods of ten (10) years. Original construction designs, materials and product specifications by Declarant may vary from those specified in this document. All construction performed by or contracted for by Declarant, shall be presumed to have met these minimum requirements or have been granted a variance thereto. This Declaration of Protective Covenants can be terminated or amended only by duly recording an instrument which contains an agreement providing for termination or amendment, and which has been signed by at least sixty percent (60%) of the Owners of the platted Lots.
- 2. Enforcement: Should any person violate or attempt to violate any of the provisions of these Protective Covenants, the Declarant or any other person or persons owning Lots within HARVEST MEADOWS, at its or their option, but without obligation, shall have the full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the Covenants, either to prevent the doing of such

or to recover damages sustained by reason of such violation. Failure by any other to enforce any Covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

3. Severability: Invalidation of any one of these protective covenants shall in no way affect any of the other provisions, which shall remain in full force and effect.
4. Limitation of Liability of Declarant: Neither Declarant nor any officer or director thereof shall be liable to any Owner or on account of any action or failure to act of Declarant in performing its duties or rights hereunder, provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.
5. Notice: Any notice required to be sent to an Owner under the provisions of this Declaration of Protection Covenants shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Owner of record at the time of such mailing.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this ____ day of _____, 2004.

HAYDEN ENTERPRISES, INC.
A Washington Corporation

By:  _____

Title: CEO _____

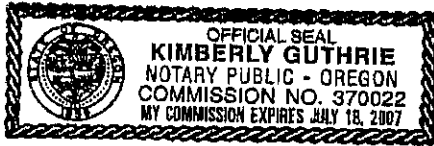


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FRONTIER TITLE & ESC CDV

STATE OF ~~WASHINGTON~~ ^{Oregon})
)ss.
County of Deschutes)

This instrument was acknowledged before me on January 22, 2004, by
Hayden Watson of Hayden Enterprises, Inc.



Kimberly Guthrie
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires:
7-18-2007